


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO. 47QMCB21D000H	3. AWARD/EFFECTIVE DATE SEE SECTION F.1	4. ORDER NUMBER	5. SOLICITATION NUMBER 47QMCB21R0002	6. SOLICITATION ISSUE DATE 02/18/2021
7. FOR SOLICITATION INFORMATION CALL:  Corey D. Gerst		b. TELEPHONE NUMBER (No collect calls) 202-706-1908		8. OFFER DUE DATE/ LOCAL TIME Group 1: 03/19/2021, 3 PM ET Group 2: 04/14/2021, 3 PM ET Group 3: 04/23/2021, 3 PM ET

9. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3 rd Floor, Hub 3400 Washington, DC 20405	CODE QMACB	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8 (A) NAICS: 481111 SIZE STANDARD: 1,500
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO CODE	16. ADMINISTERED BY SEE BLOCK 9 CODE
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17a. CONTRACTOR/ OFFEROR CODE 1UZX6 FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
JetBlue Airways Corp. 27-01 Queens Plaza North Long Island City, NY 11101 DUNS: 089002799 TELEPHONE NO.	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Domestic Awards	115			\$13,553,437
	International Awards	102			\$11,504,176

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$25,057,613
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER
ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ARE ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
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30b. NAME AND TITLE OF SIGNER (Type or print) (b) (6) VP of Sales & revenue Management	30c. DATE SIGNED 3/18/21	31b. NAME OF CONTRACTING OFFICER (Type or print) (b) (6)	31c. DATE SIGNED
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 6 PAGES		
2. AMENDMENT/MODIFICATION NUMBER 0001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405		CODE QMACB		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) JetBlue Airways Corp. 27-01 Queens Plaza North Long Island City, NY 11101				(X)		9A. AMENDMENT OF SOLICITATION NUMBER 47QMCB21R0002	
				(X)		9B. DATED (SEE ITEM 11) 01/29/2021	
						10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
						10B. DATED (SEE ITEM 13)	
CODE 1UZK6		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

FY22 City Pair Program, Worldwide

Amendment 0001 to Solicitation 47QMCB21R0002 is hereby issued to provide the Government's responses to vendor Draft RFP questions.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6), Manager - Pricing		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Corey Gerst - Contracting Officer	
(b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED 3/19/21	16B. UNITED STATES OF AMERICA (b) (6) (Signature of Contracting Officer)
		16C. DATE SIGNED	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

General Services Administration City Pair Program
FY22 Requirement for Scheduled Air Passenger Transportation Services
Solicitation No. 47QMCB21R0002
DRAFT RFP QUESTIONS AND GOVERNMENT RESPONSES
AMENDMENT 1

No.	Solicitation Reference		Vendor Question	Government Response
	Section	Page #		
1	M.5.3	107	With timeband 1 and 3 carrying more value, is there any points allocation change for the same or just measuring by number of flights operated?	There is no change to the points allocated for timeband/service distribution.
2	F.4.1c	40	How will GSA leniency towards FY21 minimum service requirements change in FY22?	In order to be considered for award, offerors must comply with the Evaluation Factors for Award, stated in Section M of the Request for Proposal (RFP). Factor 1 for Groups 1, 2 and 3 Offers states the offerors must "Meet Minimum Requirements" .
3	C.3.B.1b	22	In the Draft RFP G2 Intl line-items also exist in G2 Intl EC. Are these markets to be treated as EC?	Thank you for bringing this to our attention. A line item can only be in 1 (one) tab (G2 Dom, G2 Dom EC, G2 Intl or G2 Intl EC). The Final RFP will be updated with a revised version of Attachment 5 (Group 2 Line Items) in beta.SAM.gov.
4	C.3.B.1c	22	In the Draft RFP G3 Intl Pax Lvl assignment is much higher than corresponding Pax Ct nominals, and Min. Svc. Values of F/G are not classified in the RFP. Are these correct values?	Upon additional review, some markets had incorrect values listed. The values have been reviewed and corrected, where applicable. The Final RFP will be updated with a revised version of Attachment 6 (Group 3 Line Items) in beta.SAM.gov.
5	C.16	35	Can a contract carrier offer service utilizing a codeshare arrangement with another contract carrier?	Contract carriers can offer service utilizing a codeshare arrangement with another contract carrier, however, the codeshare partner must be approved prior to award, in accordance with Section H.3 of the solicitation.

6	C.16	<p>Can a contract carrier operating under a codeshare arrangement with another contract carrier bid on Intl line-items where all legs do not have service by both contract carriers?</p>	<p>35</p> <p>Please review Section B.1 and C.7 (shown below) as well as the definition for "Codeshare" found in Section B.2 for guidance on codeshare arrangements.</p> <p>B.1.2 DESCRIPTION OF SERVICES</p> <p>For domestic line items, the contract carrier shall make available all service on the offered code-share partner(s). For international and international business class line items, the contract carrier shall make available all service on the offered code-share partner(s) proposed on a line item-by-line item basis. If a code-share partner is offered but no specific line item is identified, the offeror shall make available all service on the offered code-share partner in all awarded line items where the code-share exists.</p> <p>For domestic line items, the contract carrier shall make available all service on the offered codeshare partner(s). For international and international business class line items, the contract carrier shall make available all service on the offered codeshare partner(s) proposed on a line-item-by-line-item basis. If a codeshare partner is offered but no specific line item is identified, the offeror shall make available all service on the offered codeshare partner in all awarded line items where the codeshare exists.</p> <p>For fifth freedom of the air line items, the contract carrier shall utilize its own metal (aircraft) to transport travelers between two (2) foreign countries on a flight originating from or ending in the United States.</p> <p>Reservations on both contract carrier and codeshare carrier flights shall be made on the same basis as for commercial travelers and shall not discriminate in favor of commercial travelers.</p> <p>C.7 USAGE OF CONTRACT FARES</p> <p>Contract fares may be used in conjunction with other published fares, including other contract and non-contract fares, if necessary. Under this provision, authorized travelers are permitted to construct contract fares to comprise the best total fare and in doing so contract</p>
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				carriers shall accept the constructed fare for ticketing and service provided, except where otherwise prohibited by applicable statute or regulation.
7	C.16	35	Can a contract carrier operating under a codeshare arrangement with another contract carrier bid on Intl line-items with a leg serviced on both primary contract carrier and codeshare contract carrier metal?	Please see the response to question 6.
8	C.16	35	Can a contract carrier utilize codeshare on another contract carrier in the points calculation for bids on Intl line-items that have a leg/legs serviced by both the primary contract carrier and codeshare, but the line item can only be served with a leg solely serviced by the primary contract carrier?	Please see the response to question 6. Guidance on scoring allocations can be found in Section M.3 of the RFP.
9	C.16	35	Can a contract carrier utilize codeshare on another contract carrier in the points calculation for bids on Domestic line-items where a leg/legs is serviced by both the primary contract carrier and codeshare contract carrier?	Please see the response to question 6.
10	C.16	35	Can a contract carrier utilize codeshare on another contract carrier to bid on Domestic line-items where a leg/legs are serviced by both contract carriers, but the line item can only be served with a leg solely serviced by the primary contract carrier?	Please see the response to question 6.
11	C.16	35	Can a contract carrier utilize codeshare on another contract carrier in the points calculation for bids on Domestic line-items, where all individual leg(s) are serviced by the codeshare?	Please see the response to question 6. Guidance on scoring allocations can be found in Section M.3 of the RFP.
12	C.16	35	Can a contract carrier utilize codeshare on another contract carrier to bid on Domestic line-items where all individual legs are not serviced by both contract carriers	Please see the response to question 6.

13		Attachment 5 – FY22 Group 2 Line Items	Line item 10825 – 12255 are in both the G2 Intl and the G2 Intl EC tabs. Is this accurate?	<p>Thank you for bringing this to our attention. A line item can only be in 1 (one) tab (G2 Dom, G2 Dom EC, G2 Intl or G2 Intl EC). The Final RFP will be updated with a revised version of Attachment 5 (Group 2 Line Items) in beta.SAM.gov.</p> <p>Line items #10825 (ABI/FRA) and #12255 (WAS/ZAG) will be in the G2 Intl tab in the revised version of Attachment 5.</p>
14		Attachment 6 FY22 Group 3 Line Items	Is the airport code CSL for Cabo San Lucas, Mexico (SJD)? This is in reference to pairs CSL – GUM and CSL – FRA (13950).	<p>According to the International Air Transport Association (IATA), CSL is the city code for San Luis Obispo, CA however after additional review it was determined that SBP is the correct code. The Final RFP will be updated with a revised version of Attachment 6 (Group 3 Line Items) in beta.SAM.gov.</p>
15	L.4.(e)	92	If an airline provides services between City Pairs that are not specifically solicited in the RFP may we submit these for consideration and what is the process?	<p>Unsolicited city pairs will not be considered for award.</p>
16	B.2	8	<p>“Contract Business Fare (_CB) - Contract fare offered by carriers in some domestic and international line items for business class service. “</p> <p>Are gov’t pax allowed to travel in business class on domestic routes? In other words, are we able to bid business class fares on domestic routes?</p>	<p>Please see Federal Travel Regulation 301-10.123 for guidance on the permissibility of business class travel on domestic routes for Federal employees.</p> <p>As stated in Section B 7 of the RFP Government Business Fares:</p> <p>A carrier “may include a Government business class fare in addition to the basic fare(s) offered. Business class fares shall be coded as “_CB” (capacity-controlled contract business fares).”</p>
17	K.7	69	For codeshare markets which require both carriers to operate a leg – whose responsibility is it to bid on the market?	<p>Please see the response to question 6.</p>

18	K.7	69	Can the contract be amended midway through the term, to add a codeshare carrier into section K.7?	As stipulated in the RFP, Section H.3 - Air Carrier Quality and Safety, Prior to award, in accordance with the provisions of 32 CFR 861.4, DoD Air Transportation Quality and Safety Requirements, DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items. All offerors and their U.S. air carrier codeshare partners proposed for service on offered line items shall remain in an approved status throughout the period of performance for the contract.
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 7 PAGES
2. AMENDMENT/MODIFICATION NUMBER 0002		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405		CODE QMACB	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) JetBlue Airways Corp. 27-01 Queens Plaza North Long Island City, NY 11101			(X)	9A. AMENDMENT OF SOLICITATION NUMBER 47QMCB21R0002
			(X)	9B. DATED (SEE ITEM 11) 01/29/2021
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER
				10B. DATED (SEE ITEM 13)
CODE 1UZK6		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

FY22 City Pair Program, Worldwide

Amendment 0002 to Solicitation 47QMCB21R0002 is hereby issued to provide the Government's responses to vendor Final RFP questions.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) Manager - Pricing		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Corey Gerst - Contracting Officer	
15C. DATE SIGNED 3/19/21		16C. DATE SIGNED	
(b) (6) (Signature of person authorized to sign)		(b) (6) MERICA (Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

General Services Administration City Pair Program
FY22 Requirement for Scheduled Air Passenger Transportation Services
Solicitation No. 47QMCB21R0002
FINAL RFP QUESTIONS AND GOVERNMENT RESPONSES

AMENDMENT 2

No.	Solicitation Reference		Vendor Question	Government Response
	Section	Page #		
1	K.7	70	<p>If you have multiple codeshare carriers who fly the O&D route that the marketing carrier is bidding on, can they all be included in the evaluation criteria for Factor 2 - Quality of Service? Meaning there is one bid, but for the evaluation criteria, there are multiple codeshare carriers.</p>	<p>As stipulated in Section C.16 - Carriers Under a Code-Sharing or other arrangement, "For domestic line items, the contract carrier shall make available all service on offered codeshare partner(s).</p> <p>For international line items, the contract carrier shall make available all service on offered codeshare partner(s) proposed on a line item-by-line-item basis. If a codeshare partner(s) is (are) offered and no specific line item is identified, the offeror shall make available all service on the offered codeshare partner(s) in all awarded line items where the codeshare exists.</p> <p>The offeror shall list in §K.7 Carriers Under A Code-Sharing Arrangement, all airlines providing service over any portion of a line item under a code-sharing arrangement <u>relative to this offer</u>. The offeror shall certify in §K.7 Carriers Under A Code-Sharing Arrangement that its offered codeshare is included in the IATA Bilateral Interline E-ticketing Agreements Table (BIETA). DoD approval is required for all offerors and their U.S. air carrier codeshare partners</p>

			<p>proposed for service on offered line items prior to award.”</p> <p>Please review Sections B.1.2 - Description of Services, K.7 - Carriers Under a Code-Sharing Arrangement and K.8 - Air Carrier Quality and Safety for additional guidelines on code-share submission(s).</p>
2	C.16	35	<p>A codeshare carrier cannot be added to a carrier's contract after award. As stipulated in the RFP, Section H.3 Air Carrier Quality and Safety:</p> <p>Prior to award, in accordance with the provisions of 32 CFR 861.4, DoD Air Transportation Quality and Safety Requirements, DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items. All offerors and their U.S. air carrier codeshare partners proposed for service on offered line items shall remain in an approved status throughout the period of performance for the contract.</p> <p>In accordance with 32 CFR 861.6(b), foreign air carriers performing any portion of a line item awarded to a U.S. air carrier under this solicitation pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval under Sections 861.4 and 861.5. However, DoD will periodically review the performance of such foreign carriers. This review may consist of recurring performance evaluations, periodic examination of the U.S. code-sharing carrier's operational reviews and assessments of the foreign carrier, and, where appropriate and agreed to by the air carriers concerned and DoD, on-site surveys of the foreign air</p>

				carrier. Such carriers must also meet the 12 months prior experience requirement of 32 CFR 861.4(e)(1).
3	N/A		<p>Has the GSA considered how it will adjust its RFP process for the new Executive Order 14005, officially titled 'Ensuring the Future Is Made in All of America by All of America's Workers' signed by U.S. President Joe Biden on January 25, 2021 as part of the White House's "Buy American" policy?</p> <p>Under the current RFP policy, a foreign-flagged carrier solely operating a City Pair Program route under the code of a US carrier is treated the same as a US carrier operating the same route on its own metal. Would the GSA consider assigning a higher preference on line items that are operated wholly by a US carrier before considering a mix of US carrier and US code on foreign carriers or exclusively US code on foreign carriers?</p>	<p>Executive Order 14005 is currently under review by GSA officials. No further information regarding its applicability to the City Pair Program is available at this time.</p> <p>Per FAR 52.212-4(r), compliance with the Fly America Act (49 U.S.C. 40118) is a prerequisite for all U.S. flag air carriers who submit an offer for a CPP contract. "U.S. flag air carrier service also includes service provided under a code share agreement with a foreign air carrier in accordance with Title 14, Code of Federal Regulations when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number." 41 CFR 301-10.134. This language has not changed since the regulation's 1999 effective date (63 FR 63417).</p>
4	N/A		<p>What is the rationale behind some large markets that required nonstop minimum service last year, such as HNL-SAN, that have this year been changed to a minimum of connecting service; while smaller markets like OAK-OGG, OGG-SJC, LIH-OAK and others are changing from connect minimum service to nonstop?</p>	<p>The City Pair Program team reevaluates all of the line items it solicits annually and adjusts minimum service requirements based on travelers' needs and/or compiled industry data.</p>

5	L2	97	<p>Based on the technical evaluation period being conducted based on service effective for the week of July 19, 2021, through July 25, 2021, a carrier could be awarded a market on the strength of their summer seasonal service even if they reduce their schedule post-summer and are flying a lesser schedule during the majority of the FY22 period. How does the GSA factor the impacts of seasonal flying on the technical evaluation period ensure they do not improperly value a carrier's seasonal schedule in determining their awards?</p>	<p>Technical evaluations are conducted in strict accordance with Section M - Evaluation Factors For Award of the FY22 RFP. Addendum 1 to the RFP stipulates that "The offeror agrees to hold the prices in its offer firm from the date specified for receipt of offers to the end of the contract period or any option periods exercised." The RFP gives clear guidance on the Government's process for line items that do not meet the minimum requirements (shown below). If a determination is made that a carrier no longer meets the minimum flight requirements for award, the Contracting Officer reserves the right to issue a contract modification to remove the line item from the awarded carrier's contract and re-award the line item to another carrier, in accordance with Addendum 1 and Section F - Deliveries or Performance of the FY22 RFP.</p> <p>As stated in the Final RFP, Section F.2. - Confirmation of Service At The Time of Award and Modification "Within ten (10) business days after contract award, and at time of a modification, contract carriers shall confirm in writing that they continue to meet the minimum requirements for all line items awarded for the period of performance beginning October 1, 2021 through September 30, 2022. Contract carriers shall itemize any line items where they no longer meet the minimum requirements for the contract period of performance beginning October 1, 2021 through September 30, 2022. For line items that are awarded to a carrier with nonstop service, but where the minimum requirement is connect service, the contract carrier shall re-confirm nonstop service. See §C.3.B, §C.3.C, §C.3.D, and §C.3.E regarding minimum requirements."</p>
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			<p>Section F.5 - Discontinuance of Service Within A Line Item states "If a contract carrier ceases to provide at least the minimum level of service required by the contract to any line item, the contract carrier shall provide the Government thirty (30) calendar days written notice to the extent practicable prior to reducing or discontinuing the service.</p> <p>The contract carrier shall notify the Government in the above stated manner when the carrier discontinues nonstop service in a connect line item. Though the contract carrier may still provide the minimum level of service required with connect service, the basis of award may have changed. In such situations, the Government reserves the right to reevaluate all offers in that line item. The Contracting Officer may re-award the line item to a carrier whose offer represents the best value to the Government. Contract carriers shall implement modification changes in commercial distribution and reservation systems within two (2) business days of the modification's effective date."</p> <p>Please review Sections F.3 and F.4 of the FY22 Final RFP for additional guidance.</p>
6	Attachments 4 & 5	Does NYC include EWR/LGA/JFK for INTL markets? I see in DOM each EWR/LGA/JFK are listed as individual markets.	Yes, NYC includes all three airports - EWR, JFK & LGA for international markets.

7	Attachment 6: Group 3		Are double connections acceptable for group 3 DOM and INTL markets?	Yes, double connections are acceptable in Group 3 markets.
8	52-214-4 (a)		Inspection Acceptance applies to a contract carrier? Since we are providing air travel services between defined city pairs, does this language apply to a carrier that does not provide supplies, servicing of specific equipment, or y professional services?	Services are applicable and included in the FAR 52.212-4(a) language, "The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price."
9	52-214-4 (h)		Patent Indemnity applies to a contract carrier? Are there specific foreign patents, trademarks or copyrights, arising out of the performance of this contract that carriers should be aware of?	The language in FAR 52.212-4(h) Patent Indemnity is applicable to the CPP contract. The Contracting Officer is unaware of any specific foreign patents, trademarks or copyrights and cannot provide any additional guidance beyond confirming the applicability of the contract language.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NUMBER 0003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER	
5. PROJECT NUMBER (If applicable)		6. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) JetBlue Airways Corporation Attn: Kimberly Parker 27-01 Queens Plaza North Long Island City, NY 11101 DUNS: 089002799		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER 47QMCB21R0002		<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 01/29/2021	
		<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER		<input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

FY22 City Pair Program, Worldwide

Amendment 0003 to Solicitation 47QMCB21R0002 is hereby issued to add the attached FAR Provisions and Clauses as well as update language in Section J of the FY22 City Pair Program Final Solicitation.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) - Manager Pricing		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Corey Gerst - Contracting Officer	
15B. CONTRACTOR/OFFEROR (b) (6)		16B. UNITED STATES OF AMERICA (b) (6)	
15C. DATE SIGNED 4/6/21		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisition.gov/browse/index/far>.

<u>52.203-3</u>	GRATUITIES	APR 1984
<u>52.203-17</u>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
<u>52.204-4</u>	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER	MAY 2011
<u>52.204-13</u>	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
<u>52.204-18</u>	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
<u>52.222-1</u>	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001
<u>52.229-3</u>	FEDERAL, STATE, AND LOCAL TAXES (APPLICABLE TO DOMESTIC LINE ITEMS ONLY)	FEB 2013
<u>52.242-13</u>	BANKRUPTCY	JUL 1995

I.2 INCORPORATED CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 Attachment 1 – Proposal Checklist

All offerors shall submit an electronic copy of the completed proposal checklist items listed below to corey.gerst@gsa.gov, andrea.anderson@gsa.gov, and onthego@gsa.gov. For their records, all offerors are responsible for downloading complete copies of the solicitation, the terms of which are incorporated in the contracts. The technical and pricing proposal (Attachments 4, 5, and 6, Schedule of Items) shall be submitted via the Internet on the City Pair Offer Preparation System (COPS). Attachment 2 provides detailed instructions for submission of the technical and price proposal via the Internet on COPS.

Item	Insert Yes, No or N/A	Agency Use
<u>Standard Form 1449</u> (Blocks 12, 17a, 17b, 30a, 30b and 30c are completed)		
<u>Standard Form 30</u> for all RFP Amendments (Blocks 8, 15a, 15b and 15c are completed)		
Completed <u>Small Business Subcontracting Plan</u>		
Completed <u>§K.1 Authorized Negotiators</u>		
Completed <u>§K.2 Contact for Contract Administration</u>		
Completed <u>§K.3 Customer Service Point of Contact</u>		
Completed <u>§K.4 Accurate Schedule Information Declaration</u>		
Completed <u>§K.5 Compliance with Veterans Employment Reporting Requirements</u>		
Completed <u>§K.6 Stopovers For Travel Originating Or Terminating Outside The United States</u>		
Completed <u>§K.7 Carriers Under A Code sharing Arrangement</u> (Domestic & International Line items)		
Completed <u>§K.8 Air Carrier Quality and Safety</u>		
Completed <u>§K.9 CRAF Certification</u>		
Completed <u>§K.10 Planned Service</u>		
Completed Paragraphs (c) through (v) as applicable of <u>K. 11 52.212-3 Offeror Representations and Certifications – Commercial Items (FEB 2021)</u> In accordance with the Federal Acquisition Regulation (FAR) 4.1102, offerors are required to be registered in SAM at the time an offer or quotation is submitted in order to comply with the annual representation and certification requirements. In accordance with FAR 52.204-13(b), "[t]he contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement." In accordance with FAR 4.1201(a) and (b), "[o]fferors...are required to complete electronic annual representations and certifications in SAM accessed via https://www.sam.gov as a part of required registration (see FAR 4.1102). All registrants are required to review and update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM."		
Completed carrier's commercial fare classification code structure: Offerors shall submit their fare class (bucket) hierarchy listed in relative order of seat availability, beginning with "Y" class, ending with the fare class (bucket) that has the lowest seat availability.		

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
(DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

To accommodate special circumstances, the Government reserves the right to solicit additional line items during this solicitation phase. This action precludes any revisions by offerors to current offers unless otherwise specified herein. Offers shall be submitted via COPS. Evaluation and award criteria will follow those delineated in §M.3 through §M.6.

(End of Provision)

(END OF SECTION K)

L.3 SERVICE IDENTIFICATION AND VERIFICATION

The primary source the Government will use to evaluate the offeror's scheduling information is the data provided by the offeror.

The information submitted by the offeror must be specific, must be in the format specified in the COPS User Manual, and shall not include service which does not meet the minimum requirements set forth in this solicitation.

The Government reserves the right to use any reasonable data source to verify service claimed by offerors, including the use of third-party contractors. The Government may rely upon the information provided by the offerors and is under no requirement to verify any service. Upon request of the Government, offerors must be prepared to submit specific backup data (including flight number) to verify the offered service. If the Government or its designee requests that a carrier verify the information presented, a printed timetable is not acceptable for purposes of flight verification unless all the requested information is included in the time table. Schedules or timetables that require the contracting office to construct service availability are not acceptable.

Planned service will be evaluated if it will be implemented and operational before October 1, 2021. Service planned to commence on or after October 1, 2021, will not be evaluated. See §K.10 to submit offeror certification of line items with planned service between July 26, 2021 and September 30, 2021.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>.

(End of provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT OCT 2018

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING AUG 2020

L.5 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.212-1 Instructions to Offerors—Commercial Items (JUN 2020)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NUMBER 0004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405		CODE QMACB		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) JetBlue Airways Corporation Attn: (b) (6) 27-01 Queens Plaza North Long Island City, NY 11101 DUNS: 089002799				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				(X)		47QMCB21R0002	
				(X)		9B. DATED (SEE ITEM 11) 01/29/2021	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
				()		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.						
()							
()	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
()	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
()	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
FY22 City Pair Program, Worldwide Amendment 0004 to Solicitation 47QMCB21R0002 is hereby issued to update the submission requirements for Groups 2 and 3 in Section C.3.B and C.3.C. See the attached change pages for additional information.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) - Manager, Pricing				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Corey Gerst - Contracting Officer			
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED 4/15/21		16B. UNITED STATES OF AMERICA (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED	

Previous edition unusable

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Prescribed by GSA FAR (48 CFR) 53.243

- (b) Identified Passenger Level Code.
- (c) Required number of flights.
 - (i) Group 1 and 2 line items: The required number of daily flights (at a minimum, service each day Monday through Friday), in each direction is listed separately from the passenger count estimates. The number required is 1, 2, 3, 4, 5, or 6 flights in each direction and is based on the minimum requirements of the Government.
 - (ii) Group 3 line items: The required number of flights in each direction is listed separately from the passenger count estimates. The number required is 1 flight in each direction one (1) day per week, Monday through Friday.
- (3) Offered Line items
 - (a) For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all required information including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) timebands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.
 - (b) For line items listed in Group 2 and 3, offerors shall indicate whether or not they meet the minimum requirements for each line item offered. Offerors shall list all required information including the total number of nonstop, **direct**, and connecting flights available in each direction. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.
- (4) Connecting Service:
 - (a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted as more than one (1) connecting flight in that line item.
 - (b) In connecting service line items, the minimum number of daily flights required will be “traded” for a higher level of service by weighting the levels of service:
 - (i) Each connecting (C) flight and each direct (D) flight counts as one (1) flight; and
 - (ii) Each nonstop (N) flight counts as two (2) flights. For example, in a line item requiring six (6) connecting service flights (six (6) flights

- (ii) Group 3 line items: The required number of flights in each direction is listed separately from the passenger count estimates. The number required is one (1) flight in each direction on any one (1) day per week.

(3) Offered Routes (Line items)

- (a) For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all information required including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) timebands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.
- (b) For line items listed in Group 2 and 3, offerors shall indicate whether or not they meet the minimum requirements for each line item offered. Offerors shall list all required information including the total number of nonstop, **direct**, and connecting flights available in each direction. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(4) Connecting Service:

- (a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted for more than one (1) connecting flight in that line item.
- (b) Maximum Circuity:
- (i) Group 1 and 2 line items: The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:

<u>Great Circle Mileage</u>	<u>Maximum Circuity</u>
0 500 miles	175%
501 1,000 miles	160%
1,001 1,500 miles	145%
1,501 2,500 miles	140%
2,501 4,000 miles	135%
4,001 - 6,000 miles	130%
6,001 miles or more	125%

- (ii) Group 3 line items: There are no circuity limitations for flights between each city pair.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1		
2. AMENDMENT/MODIFICATION NUMBER 0005		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY General Services Administration Travel Acquisition Support Branch 1800 F Street, NW 3rd Floor, Hub 3400 Washington, DC 20405		CODE QMACB		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) JetBlue Airways 27-01 Queens Plaza N Long Island City NY 11101				<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input checked="" type="checkbox"/> (X)		47QMCB21R0002	
						9B. DATED (SEE ITEM 11) 01/29/2021	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
						10B. DATED (SEE ITEM 13)	
CODE 112K10		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

FY22 City Pair Program, Worldwide

Amendment 0005 to Solicitation 47QMCB21R0002 is hereby issued to update the submission requirements for four (4) line items in Groups 1 and 2. See the attached change pages for additional information.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) Pricing Analyst		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Corey Gerst - Contracting Officer	
15C. DATE SIGNED (b) (6) 5/20/21		16B. UNITED STATES OF AMERICA (b) (6) (Signature of Contracting Officer)	
		16C. DATE SIGNED	

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Block 14 continued

1. The following Group 1 line items were inadvertently misidentified in the solicitation and are Extended Connect city pairs:
 - Line Item 2146 (ORF – GUM)
 - Line Item 2168 (SAN – GUM)
2. The following Group 2 line items were inadvertently misidentified in the solicitation and are Extended Connect city pairs:
 - Line Item 11279 (HNL – CHC)
 - Line Item 12110 (TPA – SYD)
3. Updates to Attachments 4 and 5 are highlighted in yellow

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Description of Services

1. The contract carrier shall furnish the services specified herein in accordance with the same services the carrier provides commercially to the general public in scheduled service, subject to the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company, and/or contained in the contract carrier's contract of carriage (a copy of which shall be provided to the Government upon request). The terms and conditions included in this solicitation apply to all services provided. In any event of inconsistency between the provisions of this solicitation/contract and the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company and/or contained in the contract carrier's contract of carriage, the provisions of this solicitation/contract will take precedence.
2. For domestic, international, fifth freedom of the air, and international business class line items, the contract carrier shall make available all service on its own metal (aircraft), not merely the service submitted for offer evaluation purposes. For example, if the minimum requirement is connect service, and the carrier offers both connect and nonstop service commercially, both connect and nonstop service shall be made available to the Government CPP passenger, not just the connect service.
 - For domestic line items, the contract carrier shall make available all service on the offered codeshare partner(s).
 - For international and international business class line items, the contract carrier shall make available all service on the offered codeshare partner(s) proposed on a line-item-by-line-item basis. If a codeshare partner is offered but no specific line item is identified, the offeror shall make available all service on the offered codeshare partner in all awarded line items where the codeshare exists.
 - For fifth freedom of the air line items, the contract carrier shall utilize its own metal (aircraft) to transport travelers between two (2) foreign countries on a flight originating from or ending in the United States.
 - Reservations on both contract carrier and codeshare carrier flights shall be made on the same basis as for commercial travelers and shall not discriminate in favor of commercial travelers.

B.2 Definitions

Throughout this solicitation, the following terms shall have the meanings as set forth below:

Airport Code - The three-letter **International Air Transport Association (IATA)** code that identifies the specific points of origin and destination airports for each line item. Compare [City Code](#).

Airport Pair - The origin and destination points of a flight. An airport pair has a domestic airport point of origin and a domestic airport point of destination. Compare [City Pair](#).

Auto-cancellation - The cancellation of an un-ticketed coach class City Pair Program reservation (*i.e.*, YCA and _CA) 48 hours prior to departure time and date applies only to reservations booked 72 hours or more before departure. Reservations made 72 hours or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion. The cancellation of an un-ticketed business class City Pair Program reservation (*i.e.*, _CB) seven (7) calendar days prior to departure time and date applies only to reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) calendar days or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion. There are no fees or penalties associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

Average Elapsed Flight Time - Average elapsed flight time is based on the scheduled (published) flight time expressed in minutes and calculated as follows: The minimum number of required flights shall be used. The average of the shortest flights meeting the minimum shall be the basis of the calculation. For example, in a line item requiring four (4) flights in each direction, total flight time from origin to destination/destination to origin of the four (4) shortest flights in each direction will be averaged. If a carrier meets the minimum with fewer flights, *e.g.*, two (2) nonstop flights in a four (4) flight minimum connecting line item, the average of the two shortest outbound nonstop flights plus the two (2) shortest inbound flights will be used to calculate the average elapsed flight time.

Capacity-Controlled Fare (_CA) - A fare that does not have ticketing time limits, advance purchase requirements, minimum or maximum stay requirements, travel time limits, blackout periods, or flight-specific service. Where awarded, the _CA inventory must be made available to all flights in a line item. No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic, international, and fifth freedom of the air _CA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date (See [Auto-cancellation](#)). A Capacity-Controlled Fare is only restricted by the availability of seats. Compare [Unrestricted Coach Fare](#).

Centrally Billed Account - A Government travel account, established by a travel charge card services contractor under contract with GSA, at the request of a participating agency/organization. These may be card/cardless accounts.

Churning - The excessive changing, rebooking, and canceling of the same itinerary in the same Passenger Name Record (PNR) in order to hold the reservation.

Circuity - Circuity is the ratio of the actual flight mileage to the great circle (direct) mileage, typically expressed as a percentage. See [\(§C.3.B\(4\)\(c\) Maximum Circuity\)](#).

City Code - The three-letter International Air Transport Association (IATA) code that identifies the cities of origin and destination associated with each line item. International line items are solicited on the basis of city codes, unless noted otherwise. Compare [Airport Code](#).

City Pair - The city origin and destination points of a flight. A city pair has a city point of origin and a city point of destination. Compare [Airport Pair](#).

Civil Reserve Air Fleet (CRAF) Program - A program managed by the United States Transportation Command (USTRANSCOM) that provides for airlift services for the Department of Defense (DoD).

Codeshare - A marketing arrangement in which an airline places its designator code on a flight operated by another airline, and sells tickets for that flight.

Connecting Service - Service between origin and destination points with only one (1) stop and that stop involves changing planes. **The exception is for service to extended connection line items listed in Attachment 4 and Attachment 5 where up to two (2) stops that may involve a change of planes will be allowed.** Compare [Nonstop Service](#) and [Direct Service](#).

Contract Business Fare (_CB) - Contract fare offered by carriers in some domestic and international line items for business class service. No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic and international _CB fares may be subject to auto-cancellation of all un-ticketed reservations seven (7) calendar days prior to departure time and date applies only to reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) calendar days or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion.

Contract Fare - The Federal Government awarded airfares as it pertains to the City Pair Program Contract. Contract fares include Unrestricted (YCA), Capacity Controlled (_CA) and Contract Business (_CB) fares.

Debit Memo(s) - An accounting tool used by all airlines to collect amounts or make adjustments to agent transactions with respect to the issuance and/or use of traffic documents issued by or at the request of a travel agency. **No debit memo(s) shall be issued for churning YCA, _CA, or _CB fare type bookings. All other booking/ticketing violations within the Travel Management Center (TMC) airline commercial ticketing agreements will remain intact. The contract carrier shall not issue debit memos to Commercial Travel Offices (CTOs) or TMCs for churning contract fares.** Compare [Churning](#).

Direct Service - Service between origin and destination points with only one (1) stop and that stop does not include a change of plane. **The exception is for service to extended connection line items listed in Attachment 4 and Attachment 5 where one (1) connect point involving a change of planes and one (1) stop not involving a change of planes, or two (2) stops not involving a change of planes will be allowed.** Compare [Nonstop Service](#) and [Connecting Service](#).

Domestic Route - A line item within the fifty states, the District of Columbia, U.S. Territories, and Possessions. Guam (GUM) and American Samoa (APW) are considered International for the purposes of this contract.

Double Connect - Service between origin and destination points with two (2) stops and those stops involve changing planes.

Extended Connection (E/C) Line Item - Service between origin and destination points with up to two (2) stops and those stops involve changing planes or for a maximum connection time of up to 300 minutes for domestic line items and 420 minutes for international line items. Compare [Connecting Service](#). (See Attachment 4 and Attachment 5).

Fifth Freedom of the Air – A scheduled air service right or privilege, granted by a foreign country to American carriers to put down and take on passengers in its territory, where the American carrier flies between two (2) foreign countries on a flight which either originated in or is ending in the United States (*e.g.*, an American carrier moving traffic between Japan and Thailand on scheduled service from the United States to Japan to Thailand). The use of the terms “freedom” and “right” confer entitlement to operate such scheduled air passenger services only within the scope of the multilateral and bilateral treaties (air service agreements) that allow them and which carriers have authority.

Fuel Surcharge - A fee for increased fuel costs that carriers have been authorized to impose on awarded fares based on commercial practice and other requirements specified under [§C.11 Taxes, Fees, and Fuel Surcharges](#).

Full Published Y Fare - (Also known as the Y, Full Y, Standard Full Y fare). This fare is the highest published Y fare in a line item. Published in the tariff guides, this fare is used to establish prorate shares for interline price computations and handling of rerouted distressed passengers. This fare shall **not** be used as the market fare from which discounts are offered for the YCA/_CA fares.

Go/No Go - “Go” denotes that the proposed product and/or service conforms to the specifications; when it does not, it is “no go.”

Government Transportation Request (GTR) - Optional Form 1169 (electronic or paper format), the Government document used to buy transportation services. GTRs are issued and used only for officially authorized passenger transportation for the account of the United States. GTRs may be used to pay for international air travel. For domestic air travel, GTRs may be used under special circumstances and for travel related expenses. Special domestic circumstances are defined as acts of God, emergency situations, and when purchasing a domestic ticket in the U.S. in conjunction with travel that originated overseas.

Great Circle Mileage - The actual one-way mileage between two (2) given points taking into account the curvature of the Earth. See [§C.3.B\(4\)\(c\) Maximum Circuity](#).

Group (See [§C.14 Arranging for Group Travel](#)) - 10 or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking.

Inbound - Service from the designated point of destination to the designated point of origin, *i.e.*, from the airport/city listed second to the airport/city listed first. See [Outbound](#).

International Route - A line item between a domestic city point of origin and a foreign city point of destination. These routes will not be airport specific. For the purpose of this contract, Guam (GUM) and American Samoa (APW) are considered international.

International Business Class Line items - International line items for which a contract business (_CB) fare will be solicited and included in the calculation of the composite (evaluated) fare. For the purposes of this contract, international business class line items will either be identified as with extended connection (**International Extended Connection with Business Class**) or non-extended connection (**International Non-Extended Connection with Business Class**). (See Attachment 4). An agency may authorize/approve business-class accommodations if one of the exceptions identified in the Federal Travel Regulation (FTR) 301-10.123(b) applies. Offerors must submit a _CB fare for these line items to be considered for award. **See Extended Connection (E/C) Line Item.**

Jet (or Full Jet) - A jet driven aircraft, not including [propeller planes](#), [turboprops](#), or [Regional Jets](#).

Last Seat (Inventory) Availability - Last seat (inventory) availability means as long as there is coach class inventory available to sell on the plane, the Government traveler can purchase it. No reference to a specific Seat Assignment (Seat Choice) is implied. See [Seat Assignment \(Seat Choice\)](#).¹

Leg - Any time an airplane takes off or touches down during a trip. For example, a one-way trip between DCA to SAN with a connection in DFW has two (2) legs.

Line Item - An airport or city pair, which when solicited is identified by a line item number.

Market Fare - (also known as the **Full Economy Fare, Lowest Published Y Fare, Lowest Unrestricted Coach Fare, Lowest Logical Unrestricted Economy Fare, the Walk-Up Fare** or the **Selling Y Fare**). This fare is the lowest logical fully-refundable air fare with no restrictions or capacity controls. The market fare shall be used as the fare from which discounts are offered for the YCA/_CA fares. The codes for the market fare may vary by carrier and can be identified, for example, as Y2, Y26, YBV and/or B.

Minimum Service Standard - The Minimum Service Standard identifies the minimum level of service required in Groups 1, 2, and 3. As an example, service standards may include but are not limited to:

- Nonstop or connecting service
- No more than one connect point (if applicable). Up to two (2) connect points (or one (1) connect and one (1) direct flight) are allowed to extended connection line items listed in Attachment 4 and Attachment 5.
- Applicable connect time limitations
- Circuitry limitations
- Timeband limitations

¹ A seat that is designated as coach inventory by the contract carrier, regardless of (a) where the seat is located on the aircraft and (b) the commercial nomenclature used by the contract carrier to describe the seat, shall be considered coach for the purposes of a Government traveler that booked either a YCA or _CA contract fare. See FTR §§301-10.121 & 301-10.124.

Nonstop Service - Service between origin and destination points without any stops. Compare [Connecting Service](#) and [Direct Service](#).

Outbound - Service from the designated point of origin to the designated point of destination, *i.e.*, from the airport/city listed first to the airport/city listed second. Compare [Inbound](#).

Passenger Level Code - Identifies the Government's estimated number of passengers per year.

Prepaid Ticket Advice² - (Also known as a prepaid ticket) is a ticket that is purchased in one (1) location for a traveler to pick up at another location.

Propeller Plane - An airplane that is driven by a propeller.

Regional Jet - An airplane with a total capacity of fewer than 70 seats, including all classes of service. This is also referred to as a commuter jet.

Required Flights - For purposes of this solicitation, in Group 1 and 2 domestic line items, a contract carrier must have daily service Monday through Friday, including at least one inbound and one outbound flight for each of its five days of service, for it to be counted as weekly service. In Group 1 and 2 international and fifth freedom of the air line items, a contract carrier must have service a minimum of three (3) days per week, including at least one inbound and one outbound flight for each of its three days of service, for it to be counted as weekly service. For Group 3 domestic line items, a contract carrier must have service at least one (1) day per week, Monday through Friday, including at least one inbound and one outbound flight for the one day it has service, for it to be counted as weekly service. In Group 3 international line items, a contract carrier must have service at least one day per week on any day of the week, including at least one inbound and one outbound flight for the one day it has service, for it to be counted as weekly service.

Route Restrictions - A contract carrier that limits the flights traveled on a particular line item.

Seat Assignment (Seat Choice) - A contract carrier's practice of assigning a specific seat to Government travelers will follow the same access and process as it does for commercial customers in the same fare class of service.

Segment - All portions of flight (nonstop, direct, connecting, or double connect) necessary to complete the Origin to Destination (O&D) purchased YCA, _CA, or _CB fare. Each segment is flown on the same carrier or its codeshare partner. For example, a one-way trip between DCA to SAN with a connection in DFW is one (1) segment.

Ticket - The paper or paperless (*i.e.*, electronic) instrument identifying the transportation to which the traveler is entitled.

² For further information on how to process Prepaid Ticket Advices, please see page 34 in the U.S. Government Passenger Transportation Handbook:
https://www.gsa.gov/cdnstatic/Travel_Vehicle_Card_Services/Government%20Passenger%20Travel%20Handbook.pdf

Timeband - The time period in which the flight is scheduled to depart. Timebands are 5:00 AM - 9:30 AM (timeband 1), 9:31 AM - 2:59 PM (timeband 2), 3:00 PM - 7:00 PM (timeband 3), 7:01 PM - 11:59 PM (timeband 4), and 12:00 AM - 4:59 AM (timeband 5).

Trade Criteria - In connect line items, each nonstop flight counts as two (2) flights for purposes of meeting the minimum number of required flights.

Travel Card - A GSA contractor-issued travel charge card to be used by travelers to pay for passenger transportation services, subsistence expenses, and other travel and transportation related expenses incurred in connection with official travel away from the official duty station.

Travel Management Centers/Commercial Travel Offices - Travel Management Centers (TMCs)/Commercial Travel Offices (CTOs) are travel agencies under contract to the Government.

Turboprop - A propeller driven aircraft that uses a jet turbine engine to turn the propellers rather than a piston engine.

Unrestricted Coach Fare - (Also known as the **Full Economy Fare, Lowest Published Unrestricted Coach Fare, Lowest Published Y Fare, Lowest Unrestricted Coach Fare, Lowest Logical Unrestricted Economy Fare, the Walk-Up Fare, or the Selling Y Fare**). This is the lowest full “Y” fare at which every coach seat is available for sale and may be purchased for one-way travel. An unrestricted coach fare is fully refundable and not subject to capacity controls, ticketing time limits, advance purchase requirements, minimum or maximum stay requirements, travel time limits, blackout periods, or penalty. For purposes of this definition, an administrative fee for re-booking, re-ticketing, or cancellation is not considered a penalty. This fare is also referred to as the “[Market Fare](#)” in this contract.

Valid Connect Point - Actual point at which passengers change planes between origin and destination airports and which meets the connecting time frames [of 300 minutes domestic and 420 minutes international] and maximum circuitry limits as applicable.

Valid Exception - One of the [exceptions to the mandatory use requirement](#) is applicable. [See §C.2.C.](#)

YCA Fare - A three-letter code used to designate unrestricted coach class contract fares for Government contract carriers. “CA” means “contract award.” YCA fares are higher in cost than _CA fares, and offer last seat (inventory) availability (unless a flight is already sold out). No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic, international, and fifth freedom of the air YCA fares may be subject to auto-cancellation of all unticketed reservations 48 hours prior to departure time and date. See [Auto-cancellation](#) and [Unrestricted Coach Fare](#).

_CA Fare - A three-character code used to identify capacity-controlled coach class contract fares for Government contract carriers. _CA fares are lower in cost than the YCA Fare, with the same conditions (no administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation) except that _CA fares do not offer last seat (inventory) availability. The first letter of the three-

letter fare basis code will vary by airline, e.g., QCA, LCA, etc. Early booking increases the likelihood of reserving a _CA fare. Domestic, international, and fifth freedom of the air _CA fares may be subject to auto-cancellation of all un-ticketed reservations 48 hours prior to departure time and date. See [Auto-cancellation](#) and [Capacity Controlled Fare \(_CA\)](#).

_CB Fare - A three-character code used to identify capacity-controlled Government contract business class fares. The first letter of the three-letter fare basis code will vary by airline. No administrative fee/penalty shall apply for rebooking, re-ticketing, or cancellation. Domestic and international _CB fares may be subject to auto-cancellation of all un-ticketed reservations seven (7) calendar days prior to departure time and date applies only to reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) calendar days or less prior to departure time may be exempt and may require ticketing six (6) hours before departure at the carrier's discretion. See [Auto-cancellation](#) and [Contract Business Fare \(_CB\)](#).

B.3 LINE ITEM (MARKET) REQUIREMENTS

PASSENGER VOLUME

Passenger level codes - the codes listed below indicate the Government's estimated number of coach passengers:

PAX LEVEL*	FY22 YEARLY
A	20,000 and above
B	15,000 – 19,999
C	10,000 – 14,999
D	5,000 – 9,999
E	2,500 – 4,999
F	30 – 2,499
G	1 – 29

*Passenger count (PAX) levels are subject to change on a yearly basis based on data analysis of audited data and new requirements.

Passenger volume for Group 1 international business class line items is estimated at approximately 96,151 total passengers yearly. This data is based on historical passenger volumes for international line items where a business class fare was offered.

Estimated passenger count data is derived from the following sources: DoD and other Federal agencies, as well as the travel card services and other contractors under contract with GSA. These counts are estimates only and are not guaranteed under any resulting contract.

NOTE: PAX figures contained in **Attachment 4 (Group 1)**, **Attachment 5 (Group 2)**, and **Attachment 6 (Group 3)** are not guaranteed and should not be considered as anything other than estimates.

Data Sources		
DoD	<ul style="list-style-type: none"> - Provides figures for the largest single Government travel customer - GTRs are included 	<ul style="list-style-type: none"> - Civilian agencies are not included - New line item PAX levels (particularly) are estimates only
Federal agencies	<ul style="list-style-type: none"> - Provides figures for customer agencies 	<ul style="list-style-type: none"> - Line item PAX levels are estimates only
Travel card services contractors (GSA SmartPay®) and/or the Airline Reporting Corporation (ARC)	<ul style="list-style-type: none"> - Most complete source - All transactions that are paid with the travel card are included 	<ul style="list-style-type: none"> - GTRs are not included - May include some non-City Pair fares (e.g., DG, Cat Z,³ commercial fares) - Some data may be segmented

To avoid duplication of estimates, GSA takes the highest estimate of the sources for each line item (market) (between the aggregated agency line item (market) data provided and the GSA SmartPay®/ARC data). GSA is always interested in improving its data quality to better represent future requirements and bring efficiencies to the program. All contract carriers are encouraged to provide any data determined to better improve the requirements development process. This includes, but is not limited to, Federal and military passenger volume information by line item, nonsensical line items, evolving trends, etc.

B.4 Pricing Schedule for Group 1, Group 2, and Group 3 Line Items

1. The offeror shall propose a fixed-price fare for scheduled air passenger transportation services as specified herein in accordance with the same services the offeror provides commercially to the general public in scheduled service. Additionally, during the contract period and any exercised option periods, an economic price adjustment for a fuel surcharge may be assessed as part of a domestic, international, and/or fifth freedom of the air contract fare at the time of ticketing under conditions outlined in [§I.2 I-FBG-LS001 Economic Price Adjustment for Fuel Surcharges – City Pair Program \(CPP\) \(JAN 2016\)](#).
2. The Contractor shall provide only one-way fares under this solicitation. The fare shall apply in either direction of travel for the line item. Contract fares are not applicable to or from intermediate points in connecting service line items.

³ DG or Discounted Government fares and CatZ or Category Z fares are non-contract Government fares. Guidelines for Government travelers' utilization of these types of fares fall under FTR 301-10.107-108.

3. For the below line items, the basic offered price is an [unrestricted coach fare](#) (YCA fare designator) with [Last Seat \(inventory\) Availability](#). In addition, a fare restricted only for capacity (_CA fare designator) may also be offered in every Group 1,⁴ 2,⁵ and 3 line item.
4. For international business class line items, the basic offered price is an [unrestricted coach fare](#) (YCA fare designator) with [Last Seat \(inventory\) Availability](#), and a contract business fare (_CB). In addition, a fare restricted only for capacity (_CA fare designator) may also be offered.
5. A capacity-controlled (_CA) fare may be offered only in conjunction with an YCA fare.

All awarded _CA fares shall be placed above the bottom third of the carrier's commercial fare classification code structure to be identified in the offer. These fares shall be made available on all flights for the fare classification in which the _CA fare is placed. If the fare class employed for the Government contract fare has seats available for sale, it shall be provided to Government travelers. Advanced ticketing requirements shall not apply to _CA fares except as permitted by §C.3.A(7). If the contract carrier closes the fare class employed for the Government contract fare, the Government understands that the _CA fare may not be available for sale to Government travelers at the time of reservation. If the _CA fare bucket changes during the term of the contract, it is anticipated that Government passengers both booked and/or ticketed at time of change will be protected in the new bucket.

The contract carrier shall notify the Contracting Officer of any changes in the commercial fare classification code structure that affect the awarded bucket/class no later than five (5) business days after the change. The awarded bucket/class shall be revised as needed to ensure that the original proportional relationship of the awarded bucket/class to the other buckets/classes within the contract carrier's commercial fare classification code structure is maintained. The intent is that the Government shall receive _CA fares at least 60% of the time in domestic and international line items and the Government reserves the right to audit accordingly.

Last seat (inventory) availability applies to the service on a carrier's own flights as well as all offered domestic codeshare partner(s). On international line items, last seat (inventory) availability applies to the service on a carrier's own flights, as well as all offered codeshare partner(s) proposed on a line item-by-line item basis or proposed with no specific line item identification. On fifth freedom of the air line items, last seat (inventory) availability applies to the service on a carrier's own flights.

6. All fares shall include the cost of meals and baggage handling services normally and customarily provided by scheduled carriers to the same class of commercial passengers.

⁴ Group 1 line items are CLINs that are awarded on a best overall value basis using a price/technical tradeoff analysis.

⁵ Group 2 and 3 line items are CLINs that are awarded to the technically acceptable, lowest priced offeror; however technical requirements for Groups 2 and 3 differ.

7. Government Business Fares:

- (a) With the exception of international business class line items, offers may include a Government business class fare in addition to the basic fare(s) offered. Business class fares shall be coded as “_CB” (capacity-controlled contract business fares). Business class fares will only be awarded to the offeror awarded the YCA fare for a specific line item.
- (b) In those contracts that include business fares for Government travelers, carriers shall provide such fares when authorized by the using agency in accordance with the Federal Travel Regulation, Chapter 301 (Travel Allowances), the Joint Travel Regulations, and the Foreign Affairs Manual.
- (c) Airport codes shall be used in conjunction with the business class contract fare designator (_CB) in domestic line items. City codes may be used in conjunction with international and fifth freedom of the air _CB line items, unless otherwise noted.

(END OF SECTION B)

SECTION C – DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK (SOW)

C.1 BACKGROUND

Since July 1980, GSA has contracted for scheduled air passenger transportation services for Government civilian and military employees traveling on official business. The use of GSA scheduled air passenger transportation services is governed by [41 CFR 301-10.106 through 301-10.143](#) and [41 CFR 301-73.200 through 301-73.202](#).

C.2 SCOPE

This contract is to provide scheduled air passenger transportation service by certified United States air carriers, under 14 CFR Part 121, for various solicited domestic, international, and fifth freedom of the air line items. To be considered for a contract award, offerors shall meet all solicitation requirements and possess all required certifications as defined in Section H.

A. Mandatory Users: Except as otherwise provided in §C.2.B and §C.2.C below, mandatory users for awarded coach class and/or business class service are—

- (1) All uniformed personnel and civilian employees of the Department of Defense including military reservists traveling to and from inactive duty training when authorized by the Department of Defense.
- (2) Civilian employees of agencies of the U.S. Government as defined in 5 U.S.C. 5701, except as noted below; for purposes of this provision, an agency of the U.S. Government as defined in 5 U.S.C. 5701 means:
 - (a) An executive agency (executive department, Government corporation owned by the Government of the United States, or an independent establishment);
 - (b) A military department (Department of the Army, Department of the Navy, and Department of the Air Force);
 - (c) An office, agency, or other establishment in the legislative branch but does not include—
 - (i) A Government controlled corporation (mixed-ownership Government corporation);
 - (ii) A member of Congress; or an office or committee of either House of Congress or of the two (2) Houses; or
 - (iii) The Government of the District of Columbia.
- (3) Uniformed members of the U.S. Coast Guard, the U.S. Public Health Service, and the National Oceanic and Atmospheric Administration.

- (4) Fact and expert witnesses traveling pursuant to a court order, a witness authorization agreement, or other authorizing document issued by a court of competent jurisdiction or a Federal agency.
- (5) Any other person(s) authorized to travel DIRECTLY at the Government's expense (including dependents where authorized by law or regulation) **with the exception of contractors.**
- (6) Employees of the Legal Services Corporation (except grantees).
- (7) Employees of the Neighborhood Reinvestment Corporation.
- (8) Employees of the U.S. Air Force, U.S. Navy, U.S. Marine Corps, and the U.S. Army non-appropriated fund instrumentalities.
- (9) Attorneys, experts, and other persons traveling primarily in connection with carrying out responsibilities under 18 U.S.C. 3006A, (representation for any person financially unable to obtain adequate representation).
- (10) Federal employees of the Farm Credit System Insurance Corporation.
- (11) Federal employees of the Federal Deposit Insurance Corporation.

Any traveler listed in paragraphs (1) through (11) above are considered mandatory users when traveling at the Government's expense with the exception of military reservists traveling to and from inactive training.

- (12) Employees of the Farm Credit Administration when traveling on official Government business.
- (13) Employees of the Government of the Commonwealth of the Northern Mariana Islands on official travel.
- (14) Persons traveling on behalf of the American Red Cross National Sector for the purpose of overseas activities or U.S. activities that support the organization's overseas operations (except contractors working for the American Red Cross).
- (15) Employees of a tribe or tribal organization when performing travel necessary to carry out a contract, grant, or funding or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. 5324(k), when such tribe or tribal organization has been added to the contract as a mandatory user by the Contracting Officer (CO) pursuant to this clause. Each eligible tribe or tribal organization will be added individually as a mandatory user by the CO at the sole discretion of the Government and at no additional cost to the Government.

A list of tribes or tribal organizations that are mandatory users may be found at: <http://www.gsa.gov/portal/content/103885>.

- (16) Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. 5201.
- (17) Employees of the foundations established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies for official travel, including:
 - (a) The National Park Foundation;
 - (b) The National Fish and Wildlife Foundation; and
 - (c) The National Forest Foundation.
- (18) District of Columbia Courts.
- (19) Federal employees of the National Credit Union Administration when traveling on official Government business.
- (20) Employees of the Board of Governors of the Federal Reserve System when traveling on official Government business.
- (21) DoD recruits traveling from Military Entrance Processing Stations (MEPS).
- (22) Employees of a tribe or tribally-designated housing entity when performing travel necessary to carry out a block grant under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. 4111(j), when such tribe or tribally-designated housing entity has been added individually as a mandatory user to the contract by the CO at the sole discretion of the Government and at no additional cost to the Government.

A list of tribes or tribally-designated housing entities that are mandatory users may be found at: <http://www.gsa.gov/portal/content/103885>.

- (23) Employees of the United States Holocaust Memorial Museum when traveling on official Government business.
- (24) Employees of the Government of the United States Virgin Islands when traveling on official Government business.

B. Non-Mandatory Users: Non-mandatory users may request contract service on an optional basis. Contract carriers may, but are not required to, furnish any requested service to non-mandatory users. Non-mandatory users are—

- (1) All members and employees of the U.S. Congress; employees of the Judicial Branch of the Government; employees of the U.S. Postal Service; U.S. Foreign

Service Officers; and employees of any agencies who are not subject to the provisions of 5 U.S.C. 5701-5711.

- (2) Groups of ten (10) or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking.

C. Exceptions to the mandatory use requirement. Mandatory users are not required to use coach and/or business class contract fares when—

- (1) Space on a scheduled contract flight is not available in time to accomplish the purpose of travel or use of contract service would incur unnecessary overnight lodging costs which would increase the total cost of the trip;
- (2) The contract carrier's flight schedule is inconsistent with explicit policies of the specific Federal department or agency or other mandatory user with regard to scheduling travel during normal working hours;
- (3) A non-contract carrier offers a lower fare to the general public that, if used, will result in a lower total trip cost to the Government or other mandatory user (the combined costs of transportation, lodging, meals, and related expenses considered);

Note to paragraph (3): This exception does not apply if the contract carrier offers the same or lower fare and has seats available at that fare, or if the fare offered by the non-contract carrier is restricted to Government and military travelers performing official business and may be purchased only with a contractor-issued travel charge card, centrally billed account (e.g., YDG, MDG, QDG, VDG, and similar fares) or GTR where the two (2) previous options are not available;

- (4) Cost effective rail service is available and is consistent with mission requirements;
or
- (5) Smoking is permitted on the contract flight and the nonsmoking section of the contract aircraft is not acceptable.

Note 1: Any group of ten (10) or more passengers traveling together on the same day, on the same flight, for the same mission, requiring group integrity and identified as a group by the travel management service upon booking is not a mandatory user of the Government's contract city-pair fares. For group travel, agencies are expected to obtain air passenger transportation service that is practical and cost effective to the Government.

Note 2: Contractors are not authorized to use contract city-pair fares to perform travel under their contracts.

Note 3: If the Government contract city-pair carrier offers a lower cost capacity-controlled coach class contract fare (MCA, QCA, VCA, etc.) in addition to the unrestricted coach class contract fares (YCA), the traveler should use the lower cost capacity-controlled fare when it is available and meets mission needs.

C.3 TECHNICAL REQUIREMENTS

A. REQUIREMENTS

- (1) Any award(s) resulting from this solicitation will be a requirements contract for the services specified in the Schedule of Line Items (Attachments 4, 5, and 6), and effective for the period of performance. The quantities of services specified in the schedule are **estimates only** and are not guaranteed under any resulting contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (2) Offers received for a contract line item specified in the Schedule of Line Items (Attachments 4, 5, and 6) that do not meet the minimum requirements contained in Sections C.3.B, C.3.C, C.3.D, and C.3.E will not be considered for contract award.
- (3) Delivery or performance shall be made only upon the purchase of tickets in accordance with the terms and conditions of the resultant contract. Subject to any limitation elsewhere in this contract, the contract carrier shall furnish to the Government all services specified in the schedule.
- (4) Except as this contract otherwise provides, the Government shall order from the contract carrier all the services specified in the schedule that are required to be purchased by the Government activities specified as mandatory users in §C.2.
- (5) The Government is not required to purchase from the contract carrier requirements that meet the exceptions to mandatory use in §C.2.
- (6) Tickets shall not be sold under this contract for passenger transportation services after the end of the contract period or any extension to the contract period.
- (7) Contract carriers may auto-cancel an un-ticketed coach City Pair Program reservation (i.e., YCA and _CA fares) 48 hours prior to departure time and date only to reservations booked 72 hours or more before departure. Reservations made 72 hours or less prior to departure time may be exempt or may require ticketing six (6) hours before departure at the carrier's discretion. There shall be no fees or penalties assessed by the contract carrier associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

- (8) Contract carriers may auto-cancel an un-ticketed business class City Pair Program reservation (*i.e.*, _CB fare) seven (7) calendar days prior to departure time and date only for reservations booked eight (8) calendar days or more before departure. Reservations made seven (7) days or less prior to departure time may be exempt or may require ticketing six (6) hours before departure at the carrier's discretion. There shall be no fees or penalties assessed by the contract carrier associated with auto-cancellation of a reservation or rebooking a reservation that was subjected to auto-cancellation.

B. DOMESTIC ROUTES (LINE ITEMS)

- (1) Contract Line Item Number (CLIN): Each line item number in the Schedule of Items (Attachments 4, 5, and 6) is contained in the City Pair Offer Preparation System (COPS) identified as:
 - (a) Group 1
 - (b) Group 2
 - (c) Group 3
- (2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachments 4, 5, and 6) and described as follows:
 - (a) The following codes indicate whether either nonstop or connect service is required for each line item:

N – Nonstop

C - Connecting service

Note 1: For all line items, connecting service shall have no more than one (1) connecting point en route. Group 1 and 2 line items connect time shall not exceed 120 minutes.⁶ Group 3 has no connection time limit. Extended Connection (E/C) line items listed in Attachment 4 and Attachment 5 with up to two (2) connecting points (or one (1) connect point and one (1) direct flight)) and total connecting time shall not exceed 300 minutes (origin/destination). The offeror shall only list valid connect points. No change of airports at connecting points is allowed for domestic routes.
 - (b) Identified Passenger Level Code.
 - (c) Required number of flights.

⁶ Line items that include Guam and American Samoa shall not exceed 180 minutes, unless listed as extended connection line items in Attachment 4 and Attachment 5 where total connecting time shall not exceed 300 minutes.

- (i) Group 1 and 2 line items: The required number of daily flights (at a minimum, service each day Monday through Friday), in each direction is listed separately from the passenger count estimates. The number required is 1, 2, 3, 4, 5, or 6 flights in each direction and is based on the minimum requirements of the Government.
- (ii) Group 3 line items: The required number of flights in each direction is listed separately from the passenger count estimates. The number required is 1 flight in each direction one (1) day per week, Monday through Friday.

(3) Offered Line items

- (a) For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all required information including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) timebands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.
- (b) For line items listed in Group 2 and 3, offerors shall indicate whether or not they meet the minimum requirements for each line item offered. Offerors shall list all required information including the total number of nonstop, ~~direct~~, and connecting flights available in each direction. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(4) Connecting Service:

- (a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted as more than one (1) connecting flight in that line item.
- (b) In connecting service line items, the minimum number of daily flights required will be “traded” for a higher level of service by weighting the levels of service:
 - (i) Each connecting (C) flight and each direct (D) flight counts as one (1) flight; and
 - (ii) Each nonstop (N) flight counts as two (2) flights. For example, in a line item requiring six (6) connecting service flights (six (6) flights in each direction), the requirement can be met with three (3) nonstop flights or any combination of nonstop, direct or connecting flights that produces a total number of 6 or more flights in each direction.

Two examples in a line item with a minimum requirement of 6 connecting service flights in each direction

Example One:

<u>Inbound</u>		
No. C	No. D	No. N
3	0	2

Equates to $3 + 0 + 2(2) = 7$

<u>Outbound</u>		
No. C	No. D	No. N
3	1	2

Equates to $3 + 1 + 2(2) = 8$

Under the “trade” criteria, both inbound and outbound flights above meet the requirement.

Example Two:

<u>Inbound</u>		
No. C	No. D	No. N
3	1	1

Equates to $3 + 1 + 1(2) = 6$

<u>Outbound</u>		
No. C	No. D	No. N
1	2	1

Equates to $1 + 2 + 1(2) = 5$

In example two, although inbound flights are sufficient, outbound flights are **insufficient**; therefore, the offer for this line item does not meet the minimum requirement. “Trading” of connecting flights applies only for purposes of calculating whether the minimum number of flights is met (§M.3 Evaluation Criteria, Factor One) “Trading” of connecting flights does not apply to calculating the actual number of flights. As an example, if a line item requires 4 connecting flights, and a carrier has two (2) nonstop flights the minimum has been met. For purposes of §M.3 Evaluation Criteria, Factor Two, Subfactor 3, this shall count as two (2) flights, not as four (4) flights.

(c) Maximum Circuity:

- (i) Group 1 and 2 line items: The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:

<u>Great Circle Mileage</u>		<u>Maximum Circuity</u>
0 – 600	miles	185%
601 – 1,000	miles	175%
1,001 - 1,400	miles	140%
1,401 - 2,000	miles	135%
2,001 - 3,000	miles	130%
3,001 miles or more		125%

- (ii) Group 3 line items: There are no circuity limitations for flights between each city pair.

(d) Timeband:

- (i) Group 1 and 2 line items: Except for flights departing from Alaska and Hawaii, only flights departing on or after 5:00 AM and prior to 12:00 AM that meet the [minimum service standard](#) shall count towards meeting the minimum number of flights as specified in the Schedule of Items (Attachments 4 and 5). However, for purposes of calculating the total number of flights, all flights meeting the minimum service standard shall count regardless of time of day.
- (ii) Group 3 line items: All offered flights departing at any time of day that meet the minimum service standard shall count towards meeting the minimum number of flights as specified in the Schedule of Items (Attachment 6).

- (e) Only valid connect points (one (1) connection per flight) shall be used to meet the required number of flights except in selected Alaska and Hawaii line items where there may be two (2) connect points.
- (f) Nonstop service. In nonstop line items, each nonstop flight counts as one (1) flight.
- (g) Connect Line items. For connect line items, only a single stop is permitted, except to Extended Connection line items listed in Attachment 4 and Attachment 5 (where up to two (2) stops are allowed). A connect plus a direct does not meet the minimum requirements except to the extended connection line items listed in Attachment 4 and Attachment 5. No change of airports at connecting points is allowed in offers for domestic routes.

C. INTERNATIONAL ROUTES (LINE ITEMS)

- (1) CLIN: Each line item number in the Schedule of Items (Attachments 4, 5, and 6) is contained in the COPS identified as:
 - (a) Group 1

- (b) Group 2
 - (c) Group 3
- (2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachments 4, 5, and 6) and described as follows:
- (a) The following codes indicate whether either nonstop or connect service is required for each line item:
 - N – Nonstop service
 - C – Connecting service

Note 1: For all line items, connecting service shall have no more than one (1) connecting point en route. For Group 1 and 2 line items, connecting time shall not exceed 180 minutes. For International flights to/from Canada and Mexico, connection time shall not exceed 150 minutes. Group 3 has no connection time limit. Extended Connection line items listed in Attachment 4 and Attachment 5 where total connecting time (origin/destination) shall not exceed 420 minutes and up to two (2) connect points (or one (1) connect point and one (1) direct flight) are allowed. The offeror shall list only valid connect points. No change of airports at connecting points is allowed in offers for international routes.
 - (b) Identified Passenger Level Code.
 - (c) Required number of flights.
 - (i) Group 1 and 2 line items: The required number of flights in each direction is listed separately from the passenger count estimates. One (1) flight in each direction (one (1) inbound flight and one (1) outbound flight) on any three (3) or more days per week is required.
 - (ii) Group 3 line items: The required number of flights in each direction is listed separately from the passenger count estimates. The number required is one (1) flight in each direction on any one (1) day per week.
- (3) Offered Routes (Line items)
- (a) For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all information required including the number of nonstop, ~~direct~~, and connecting flights available in each direction in each of the five (5) timebands. Offerors that do not meet the Government

minimum requirements on a line item are not allowed to submit an offer for that line item.

- (b) For line items listed in Group 2 and 3, offerors shall indicate whether or not they meet the minimum requirements for each line item offered. Offerors shall list all required information including the total number of nonstop, direct, and connecting flights available in each direction. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(4) Connecting Service:

- (a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted for more than one (1) connecting flight in that line item.

- (b) Maximum Circuity:

- (i) Group 1 and 2 line items: The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:

<u>Great Circle Mileage</u>	<u>Maximum Circuity</u>
0 - 500 miles	175%
501 - 1,000 miles	160%
1,001 - 1,500 miles	145%
1,501 - 2,500 miles	140%
2,501 - 4,000 miles	135%
4,001 - 6,000 miles	130%
6,001 miles or more	125%

- (ii) Group 3 line items: There are no circuity limitations for flights between each city pair.

- (c) Only valid connect points (one (1) connection per flight) shall be used to meet the required number of flights.

- (d) Timeband: All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the Schedule of Items (Attachments 4, 5, and 6) regardless of the time of day of the flight.

(5) Connect Line items.

- (i) Group 1 and 2 line items: For connect line items only a single stop is permitted. A connect plus a direct does not meet the minimum

requirements. The exception is to extended connection line items listed in Attachment 4 and Attachment 5 where up to two (2) stops are permitted, and a connect plus a direct do meet the minimum requirements. No change of airports at connecting points is allowed in offers for international routes.

- (ii) Group 3 line items: There is no limit on connection time. No change of airports at connecting points is allowed in offers for international routes.

D. FIFTH FREEDOM OF THE AIR LINE ITEMS

- (1) CLIN: Each line item number in the Schedule of Items (Attachment 4) is contained in the COPS identified as:

- (a) Group 1

- (2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachment 4) and described as follows:

- (a) N – Nonstop service – All Fifth Freedom of the Air line items are required to be solicited as nonstop service.

- (b) Identified Passenger Level Code.

- (c) Required number of flights. One (1) flight in each direction (one (1) inbound flight and one (1) outbound flight) on any three (3) or more days per week is required.

- (d) Offerors shall utilize their own metal (aircraft) to transport travelers between two (2) foreign countries on a flight originating from or ending in the United States.

- (3) Offered Line items

All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the Schedule of Items (Attachment 4) regardless of the time of day of the flight.

For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all information required, including the number of nonstop flights available in each direction in each of the five (5) timebands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

E. INTERNATIONAL BUSINESS CLASS LINE ITEMS

- (1) CLIN: Each line item number in the Schedule of Items (Attachment 4) is contained in the COPS identified as:

(a) Group 1

- (2) Description of Requirements: Requirements are listed in the Schedule of Items (Attachment 4) and described as follows:

- (a) The following codes indicate whether either nonstop or connect service is required for each line item:

N – Nonstop service

C – Connecting service with no more than one (1) connecting point en route. Connecting time shall not exceed 180 minutes. For International flights to/from Canada and Mexico, connection time shall not exceed 150 minutes. The exception is to extended connections listed in Attachment 4 where total connecting time (origin/destination) shall not exceed 420 minutes and up to two (2) connect points (or one (1) connect point and one (1) direct flight) are allowed. The offeror shall list only valid connect points. No change of airports at connecting points is allowed in offers for international routes.

- (b) Identified Passenger Level Code.

- (c) Required number of flights. One (1) flight in each direction (one (1) inbound flight and one (1) outbound flight) on any three (3) or more days per week is required.

- (d) Offerors must submit a _CB fare for these line items to be considered for award.

- (3) Offered Line items

All flights meeting the minimum solicited requirements shall count towards meeting the minimum number of flights specified in the Schedule of Items (Attachment 4) regardless of the time of day of the flight.

For line items listed in Group 1, offerors shall indicate whether or not they meet the minimum requirements for each line item offered in the “Meet Min” field. Offerors shall list all information required including the number of nonstop, direct, and connecting flights available in each direction in each of the five (5) timebands. Offerors that do not meet the Government minimum requirements on a line item are not allowed to submit an offer for that line item.

(4) Connecting Service:

- (a) In determining the number of connecting flights in a specific line item, the same leg shall not be counted for more than one (1) connecting flight in that line item.
- (b) Maximum Circuity: The Government will not accept flights above the following maximum variances over the great circle mileage between each city pair to meet the required number of flights:

<u>Great Circle Mileage</u>		<u>Maximum Circuity</u>
0 - 500	miles	175%
501 - 1,000	miles	160%
1,001 - 1,500	miles	145%
1,501 - 2,500	miles	140%
2,501 - 4,000	miles	135%
4,001 - 6,000	miles	130%
6,001 miles or more		125%

- (c) Only valid connect points (one (1) connection per flight) shall be used to meet the required number of flights.

- (5) Connect Line items. For connect line items only a single stop is permitted. A connect plus a direct does not meet the minimum requirements. The exception is to extended connections listed in Attachment 4 where up to two (2) stops are permitted, and a connect plus a direct do meet the minimum requirements. No change of airports at connecting points is allowed in offers for international routes.

C.4 ELECTRONIC TICKETS

1. If the contract carrier offers “ticketless” or electronic tickets for any awarded routes, it shall furnish electronically what was previously known as a “ticket number” on the physical ticket. This will continue to allow for the transaction to be properly and consistently identified during the booking, payment, refund, reconciliation, and audit processes.
2. If payment is through a contractor-issued travel card or a centrally billed account established under a GSA contract for commercial travel card services, the number will appear in the “Ticket Number/Document Record Number (DRN)” field on the charge card contractor provided tapes.
3. If a GTR or another form of payment is used, the contract carrier shall provide some form of physical documentation of the transaction to the traveler or agency ordering activity to allow for subsequent auditing. This documentation can be an Auditor’s Coupon or equivalent.

C.5 PREPAID TICKET ADVICE (PTA)

When prepaid ticket advice (PTA) service is requested by authorized travelers for contract fares (YCA/_CA/_CB) or a combination of contract and non-contract legs, the contract carrier may charge a fee ONLY IF BOTH of the following conditions apply:

1. The reservation is booked at least 24 hours prior to departure (exclusive of weekends and Federal holidays); AND
2. The ticket can be delivered by any means in time for the traveler to receive and utilize the ticket.

The fee charged shall not exceed:

1. The current commercial fee; OR
2. The fee charged under any non-contract Government fares, *e.g.*, Discounted Government (DG) Fares, whichever is lower.

The contract carrier may, at its option, waive the PTA fees.

C.6 STOPOVERS FOR TRAVEL ORIGINATING OR TERMINATING OUTSIDE THE UNITED STATES

For travel originating or terminating outside the United States, Puerto Rico, and the U.S. Virgin Islands, each fare (YCA, _CA, or _CB) shall allow (at any connect point) at least one (1) free stopover of a duration to be determined by the Government but not to exceed seven (7) calendar days. Stopover points will be unrestricted, with the exception of a stopover point in Hawaii, which may be capacity controlled, up to 50% of coach class (per flight), at the option of the airline.

See [§K.6](#) to submit offeror information on stopovers.

C.7 USAGE OF CONTRACT FARES

Contract fares may be used in conjunction with other published fares, including other contract and non-contract fares, if necessary. Under this provision, authorized travelers are permitted to construct contract fares to comprise the best total fare and in doing so contract carriers shall accept the constructed fare for ticketing and service provided, except where otherwise prohibited by applicable statute or regulation.

C.8 DISSEMINATION OF CONTRACT FARES

The contract carrier shall file contract fares under the “YCA”, “_CA”, or “_CB” designator. Under no circumstances shall the contract carrier use “YCA”, “_CA”, or “_CB” designator codes for any line item in which the carrier is not the Government contract carrier. Airport codes shall be used in conjunction with “YCA”, “_CA”, and “_CB” contract air fare designators where applicable.

When two airport codes are required (*e.g.*, YCAJFKDCA), the last character shall be dropped (*e.g.*, YCAJFKDC).

The contract carrier shall ensure that contract fares are disseminated and operational in a timely fashion and in accordance with the contract carrier's commercial means of providing fare information (and ticket availability) throughout all distribution and reservation systems it commercially utilizes. Reservation services shall be operational within twenty (20) calendar days after the date of contract award, and within two (2) business days after the date of any contract modifications.

GSA will conduct an audit of commercial reservation and distribution systems to ensure contract fares and rules are properly loaded and available for purchase.

C.9 PASSENGER FACILITY CHARGES/SEGMENT FEES

1. The collection, handling and remittance of all Passenger Facility Charges (PFC) shall be processed in accordance with the Federal Aviation Administration (FAA) Regulations at 14 CFR Part 158, Subpart C, §158.45 and §158.47.
2. PFCs and segment fees shall not be included as a component of the offered prices. PFCs and segment fees will not be included in the price evaluation.
3. PFCs will not be included in the awarded fares and shall be printed, in accordance with FAA regulations cited in paragraph (1) above, on the ticket at the time of issuance.
4. Segment fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

C.10 PASSENGER SECURITY SERVICE FEES

1. The collection, handling, and remittance of all Passenger Security Service Fees shall be processed in accordance with the Aviation and Transportation Security Act of 2001 (49 U.S.C. 44940).
2. Passenger Security Service Fees shall not be included as a component of the offered prices. Passenger Security Service Fees will not be included in the price evaluation.
3. Passenger Security Service Fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

C.11 TAXES, FEES, AND FUEL SURCHARGES

- (a) All fares for domestic line items include all existing Federal, state, and local taxes. Airport maintenance fees, administrative fees (*e.g.*, fees charged for route and schedule changes), fuel surcharges currently in place commercially, and other similar charges are to be included in all fares offered, where applicable. Passenger facility charges (PFC), segment fees, and passenger security service fees are not included in the offered fares, but are listed separately on the ticket at the time of issuance.

- (b) For international, fifth freedom of the air, and international business class line items, all fares are exclusive of taxes. Fuel surcharges are to be included in all fares offered. All line items included under the international tariff of the International Air Transport Association may be treated as international line items for purposes of this section.
- (c) Fuel surcharges are governed by [§I.2 I-FBG-LS001 Economic Price Adjustment for Fuel Surcharges - City Pair Program \(CPP\) \(JAN 2016\).](#)

C.12 METHOD OF PAYMENT

1. The GSA contracts for commercial travel card services to provide individual travel cards (contractor-issued travel cards) to Federal employees to cover transportation and other related expenses incurred during official travel. The GSA travel card contract(s) also provide(s) for the use of centrally billed accounts by Federal agencies to purchase airline tickets. THE ONLY CHARGE CARD(S) OR CENTRALLY BILLED ACCOUNT(S) THE CONTRACT CARRIER(S) IS (ARE) OBLIGATED TO ACCEPT ARE THOSE AWARDED under a GSA contract for travel card services. If there are any questions as to the offered form of payment, the contract carrier's contract administrator (as listed in [§K.2 Contact for Contract Administration](#)) should contact the GSA Contracting Officer.
2. The contract carrier agrees to accept payment through all of the following methods: 1) individually or centrally billed Government travel accounts issued under a GSA contract (see Federal Travel Regulation (FTR) 301-72.3 (41 CFR 301-72.3)); and 2) Government Transportation Requests (GTRs) in electronic or paper format. GTRs may be used to pay for international air travel and other travel related expenses. For domestic air travel (other than §C.12(4)), GTRs may be used only under special circumstances and for travel related expenses. Special domestic circumstances are defined as acts of God, emergency situations, and when purchasing a domestic ticket in the USA in conjunction with travel that originated overseas.

Individually or centrally-billed travel account charge transactions shall be processed by carriers in the same manner as commercial charge transactions. GTRs shall be processed according to the Federal Management Regulation (FMR) Part 102-118 ([41 CFR Part 102-118](#)).

3. The American Red Cross National Sector shall pay for services only through the use of a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
4. Members and employees of the U.S. House of Representatives and Senate pay for services with a travel card or centrally-billed account established under a GSA contract for commercial travel card services, a GTR, cash, money order, or personal credit card (the acceptance of non-GSA contractor issued travel cards, cash, or money orders for payment is at the option of the contract carrier).

5. Employees of a tribe or tribal organizations performing travel necessary to carry out a contract, grant, funding or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. 5324(k), shall pay for services only through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
6. Military reservists traveling to and from inactive duty training when authorized by the Department of Defense shall pay for services through the use of a travel card established under a GSA contract for commercial travel card services in effect during the term of this contract. The Government does not reimburse airline travel costs to military reservists.
7. Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. 5201 shall pay for services through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
8. Employees of the foundations established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies, shall pay for services through the use of a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.
9. Employees of a tribe or tribally-designated housing entity performing travel necessary to carry out a block grant under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. 4111(j), shall pay for services only through the use of a travel card or a centrally billed account established under a GSA contract for commercial travel card services in effect during the term of this contract.

C.13 REFUNDS

Upon presentation of proper documents as specified in the U.S. Government Passenger Transportation [Handbook](#), Federal Travel Regulation, or an alternative that has been mutually agreed upon with GSA's Transportation Audits Division, the contract carrier shall fully and promptly refund all unused and partially unused portions of any Government contract fare ticket to the activity paying for the ticket, the travel management center issuing the ticket, or the individual traveler, as appropriate.

C.14 ARRANGING FOR GROUP TRAVEL (See [Group Definition](#))

Groups are ten (10) or more passengers traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking. Groups are non-mandatory users of the contract fares. If the contract carrier ordinarily arranges group travel through a group desk, then group reservations are to be handled through the contract carrier's group desk. The contract carrier shall identify its contact information for groups.

Transportation offices are the initial points of contact for resolution of questions/disputes for locally arranged group travel. If the civilian agency/DoD and the contract carrier cannot reach

resolution regarding the definition of a group, the matter is to be referred to the GSA Contracting Officer.

C.15 GROUP TRAVEL CANCELLATION POLICIES AND FEES

Groups of ten (10) or more passengers (traveling together on the same day, on the same flight, for the same mission requiring group integrity, and identified as a group by the travel management service upon booking) are non-mandatory users of this contract. Groups may therefore choose the carrier that best meets their travel needs. Groups of ten (10) or more passengers will be booked through the carrier's group booking procedures and follow that carrier's commercial group reservation, ticketing, and cancellation policies.

C.16 CARRIERS UNDER A CODE-SHARING OR OTHER ARRANGEMENT

For domestic line items, the contract carrier shall make available all service on offered codeshare partner(s).

For international line items, the contract carrier shall make available all service on offered codeshare partner(s) proposed on a line item-by-line item basis. If a codeshare partner(s) is (are) offered and no specific line item is identified, the offeror shall make available all service on the offered codeshare partner(s) in all awarded line items where the codeshare exists.

The offeror shall list in [§K.7 Carriers Under A Code-Sharing Arrangement](#), all airlines providing service over any portion of a line item under a code-sharing arrangement relative to this offer. The offeror shall certify in [§K.7 Carriers Under A Code-Sharing Arrangement](#) that its offered codeshare is included in the IATA Bilateral Interline E-ticketing Agreements Table (BIETA). DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items prior to award.

(END OF SECTION C)

SECTION D
NOT APPLICABLE

SECTION E
NOT APPLICABLE

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The contract period of performance begins October 1, 2021 or Date of Award (whichever is later) through September 30, 2022, plus two (2) option periods as follows:

Option 1: October 1, 2022 – November 30, 2022

Option 2: December 1, 202– December 31, 2022

The Government reserves the right to unilaterally exercise option periods. See [§I.2 Clause 52.217-9 Option to Extend the Term of the Contract \(MAR 2000\)](#).

F.2 CONFIRMATION OF SERVICE AT THE TIME OF AWARD AND MODIFICATION

Within ten (10) business days after contract award, and at time of a modification, contract carriers shall confirm in writing that they continue to meet the minimum requirements for all line items awarded for the period of performance beginning October 1, 2021 through September 30, 2022. Contract carriers shall itemize any line items where they no longer meet the minimum requirements for the contract period of performance beginning October 1, 2021 through September 30, 2022. For line items that are awarded to a carrier with nonstop service, but where the minimum requirement is connect service, the contract carrier shall re-confirm nonstop service. See [§C.3.B](#), [§C.3.C](#), [§C.3.D](#), and [§C.3.E](#) regarding minimum requirements.

F.3 QUESTIONS REGARDING CONTRACT CARRIER PERFORMANCE

If, at any time, an offeror believes that the contract carrier no longer meets the minimum requirements for a specific line item(s), the offeror may report this to the Contracting Officer in writing by listing the specific line item(s) in question in an Excel spreadsheet using the below format. Prior to submission, the offeror shall confirm that a specific line item(s): 1) does not meet the minimum requirements; 2) has not been deleted from the contract carrier's contract; and 3) has not been re-awarded to another contract carrier. The Contracting Officer shall, within a reasonable time period, investigate this allegation and, in writing, inform the offeror of the result of the investigation. GSA also reserves the right to monitor schedules to ensure carriers meet minimum requirements.

Carrier	Line Item No.	Origin	Destination	Specific Reason Carrier Does Not Qualify	Citation of Contract
XX	1234	ABC	DEF	Connection time exceeds 120 minutes	§C.3.B.2(a)
XX	1234	ABC	DEF	Carrier no longer offers nonstop service in connect line item	§C.3.B.4(b)(ii) and/or §F.5

F.4 SERVICE BELOW THE MINIMUM

1. Except where the contract carrier enters into bankruptcy proceedings, the contract carrier is placed into DoD nonuse status (temporary nonuse or suspension), or temporarily reduces or temporarily ceases service, each of which is specifically addressed in (a) through (c) below, the contract may be cancelled (in whole or in part) and re-awarded when the contract carrier no longer provides service meeting all of the contract requirements in the awarded line item, or ceases to provide nonstop service in a connect line item, when the nonstop service was the basis for award.
 - (a) Bankruptcy. In cases involving a contract carrier entering into bankruptcy proceedings, if the contract carrier ceases service in an awarded line item, GSA may re-award the affected contract line item(s) for service until such time as the initial contract carrier resumes service. If the carrier does not resume service, the re-award is valid for the duration of the contract period.
 - (b) DoD Nonuse status. In cases involving a contract carrier for a route being placed into DoD nonuse status (temporary nonuse or suspension), GSA may re-award the affected contract line item(s) until such time as the initial contract carrier is placed back into DoD use status.
 - (c) Temporary Reduction or Temporary Cessation of Service. In cases where a contract carrier no longer provides service meeting all of the contract requirements in the awarded line item after the period of performance (October 1, 2021 through September 30, 2022) has begun, and the Government anticipates that the situation will continue for a period greater than fourteen (14) calendar days but less than one hundred and twenty (120) calendar days, GSA may re-award the affected contract line item(s) for service until such time as the initial contract carrier resumes service meeting all of the contract requirements. GSA will not typically apply this subsection (c) when the contract carrier no longer provides service meeting all of the contract requirements in the awarded line item due to regularly scheduled reduction of service (e.g., seasonal discontinuance of flight service) or due to suspension/cancellation of airport operations. GSA may rely on any reasonable source of data to determine whether or not a carrier continues to meet the minimum service requirements.

F.5 DISCONTINUANCE OF SERVICE WITHIN A LINE ITEM

If a contract carrier ceases to provide at least the minimum level of service required by the contract to any line item, the contract carrier shall provide the Government thirty (30) calendar days written notice to the extent practicable prior to reducing or discontinuing the service.

The contract carrier shall notify the Government in the above stated manner when the carrier discontinues nonstop service in a connect line item. Though the contract carrier may still provide the minimum level of service required with connect service, the basis of award may have changed. In such situations, the Government reserves the right to reevaluate all offers in that line item. The Contracting Officer may re-award the line item to a carrier whose offer represents the best value to the Government. Contract carriers shall implement modification changes in

commercial distribution and reservation systems within two (2) business days of the modification's effective date.

F.6 AUTO-CANCELLATION

A completed auto-cancellation profile document shall be submitted to GSA within twenty (20) calendar days after award if the contract carrier chooses to participate in auto-cancellation.

The template can be found in the following document:



FY22 Auto
Cancellation Template

Carriers shall also submit reports of all Passenger Name Records (PNRs) cancelled during the period of performance, upon request by the CO. The report should be an MS Excel document consistent with the following template. The Excel workbook should contain three (3) separate worksheets, one (1) for Domestic reservations, one (1) for International reservations (to include International Business Class Line Items), and another for Fifth Freedom of the Air reservations. Each line item should represent a unique PNR and outbound segment that was never ticketed or cancelled prior to the auto-cancellation. Inbound segments should not be included since they should be automatically cancelled consistent with the requirement.

Worksheet Number 1: Domestic Reservations

Total Number of Domestic Segments during the reporting period			15,751				
Total Number of Domestic Segments auto-cancelled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto-cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	DCA – ATL	11/8/21	11/13/21	11/15/21	2	1

Worksheet Number 2: International Reservations

Total Number of International Segments during the reporting period			9,751				
Total Number of International segments auto-cancelled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto-cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	WAS – MVD	11/8/21	11/13/21	11/15/21	2	1

Worksheet Number 3: Fifth Freedom of the Air Reservations

Total Number of Fifth Freedom of the Air Segments during the reporting period			151				
Total Number of Fifth Freedom of the Air segments auto-cancelled during the reporting period							
Airline PNR	GDS PNR	Outbound segment O & D	Date of reservation	Date of auto-cancellation	Date of departure	Number of Segments	Number of Passengers
XXXXX	XXXXX	MNL-SEL	11/8/21	11/13/21	11/15/21	1	1

F.7 EDUCATION AND COMPLIANCE

GSA endeavors to ensure that travelers and their agencies are using CPP properly and maximizing the benefits of the program. Carriers are urged to identify travelers and their agencies that can benefit from educational outreach efforts. In instances where the carrier has concerns about the usage of CPP, the circumstance and any attendant documentation should be brought to the attention of the Contracting Officer for prompt resolution.

(END OF SECTION F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ORDERING OF SERVICES

- (a) For travelers governed by the scope of this contract (See [§C.2](#)), a request for coach class service and/or business class service will be construed to mean a request for the contract fare, unless the traveler specifies otherwise. If there is no contract fare, then the request will be construed to mean a request for a combination of contract fares and/or any other available fare that results in the lowest cost alternative to the Government and meets the traveler's needs.
- (b) Business Class - A request for business class service will be construed to mean a request for the business class contract fare, unless the traveler specifies otherwise. If there is no business class contract fare, then the request will be construed to mean a request for business class fare that results in the lowest cost alternative to the Government and meets the traveler's needs.
- (c) Method of Ordering - Service will be ordered with one (1) of the payment methods identified in the [Method of Payment](#) section. The various procedures for ordering services are as follows:
 - (1) A Travel Management Service as defined under FTR § 300-3.1 is the usual means of ordering services.
 - (2) All American Red Cross (Red Cross) travel reservations, including travel for overseas activities or U.S. activities that support the organization's overseas operations, will be made through the Red Cross corporate travel agency. Each Red Cross user will have an employee picture identification card. The corporate travel agency will receive authorization to use contract fares via an International Services Department Travel Authority form.
 - (3) Members and employees of the U.S. House of Representatives and the Senate may order services directly by using an individually or centrally-billed Government travel account issued under a GSA contract; cash, money order, personal credit card (the acceptance of non-GSA contractor issued travel cards, cash, or money orders for payment is at the option of the contract carrier); or GTR.
 - (4) Employees of tribes or tribal organizations performing travel necessary to carry out a contract, grant, or funding or cooperative agreement under the Indian Self-Determination and Education Assistance Act, pursuant to 25 U.S.C. 5324(k), may order services through a TMC or through a CTO.
 - (5) Employees of and participants in the Eisenhower Exchange Fellowship Program when performing travel necessary to carry out the provisions of 20 U.S.C. 5201 may order services through the Eisenhower Fellowships' corporate travel agency.

- (6) Employees of the foundations, established by Acts of Congress to solicit private sector funds on behalf of Federal land management agencies, may order services through a corporate travel agency.
- (7) Employees of a tribe or tribally designated housing entity performing travel necessary to carry out a block grant under the Native American Housing Assistance and Self-Determination Act, pursuant to 25 U.S.C. 4111(j), may order services through a TMC or through a CTO.

G.2 AUDIT OF CONTRACT FARES

A. AUDITS BY GSA'S TRANSPORTATION AUDITS DIVISION

1. The Government shall conduct audits of transportation bills from a carrier in accordance with 31 U.S.C. § 3726 and Federal Management Regulation (FMR) Part 102-118 (41 CFR 102-118). Applicable and relevant provisions of GSA's U.S. Government Passenger Transportation [Handbook](https://www.gsa.gov/cdnstatic/Travel_Vehicle_Card_Services/Government%20Passenger%20Travel%20Handbook.pdf)⁷ are incorporated herein by reference in terms of transportation audits processes and procedures related to the transportation of individuals under the GSA City Pairs contract.
2. The Government reserves the right to issue overcharges whenever the lowest fully refundable coach fare or business class fare charged is greater than the applicable awarded contract fare for the same class of service and routing, provided that reservations were obtained through the proper Government distribution channels and payment was made using a GTR, contractor-issued travel card, or centrally billed account.
3. The Government reserves the right to issue overcharges whenever the fare charged is greater than any unrestricted lowest fully refundable coach fare offered by the contract carrier to the general public that is lower than the contract fare, for the same class of service and routing, provided that reservations were obtained through the proper Government distribution channels and payment was made using a GTR, contractor-issued travel card, or centrally billed account.
4. Prior to the post-payment audit, the contract carrier may voluntarily reimburse the ordering activity by the amount of any money due the Government. This should be done through the normal refund process associated with the travel card contractor, or directly to the ordering agency's finance office when other payment means are used. The contract carrier shall maintain documentation of this refund.

B. AUDIT OF VENDOR PERFORMANCE

GSA, or its designee, will conduct routine audits of all commercial distribution and reservation systems to ensure vendor performance. Audits may include, but not be limited to:

⁷https://www.gsa.gov/cdnstatic/Travel_Vehicle_Card_Services/Government%20Passenger%20Travel%20Handbook.pdf

- Proper dissemination, display, and loading of fares and rules. The Contractor shall correct any improperly filed or displayed contract fare or rule within two (2) business days of notification. Failure to correct improperly filed or displayed contract fares may result in termination for cause of the awarded line item. Any of these terminated line items can be subsequently re-awarded to another carrier that offers the best value to the Government, at the Government's discretion.

- Availability of _CA/_CB fares

- Minimum service requirements in line items

- Fuel surcharges

- Codeshares and route restrictions

G.3 PRICE REDUCTION

If, after award, the contract carrier offers an unrestricted coach fare available to the general public that is lower than the contract fare, the contract carrier shall provide the lower fare to Government travelers in lieu of the contract fare.

If, after award, the contract carrier offers a commercial fare, other than an unrestricted coach fare that is lower than the contract fare, the traveler can request the lower commercial fare. The contract carrier shall provide the lower fare in lieu of the contract fare, if the traveler qualifies for the lower fare and space is available at the time of booking.

In addition, on or after the effective date of this contract, the Contract carrier may at any time reduce the contract fare of the service(s) to the Government, either temporarily or permanently. Any price reduction offered by a contract carrier shall be for a minimum of thirty (30) calendar days. The contract carrier shall notify the Contracting Officer and the price reductions will be implemented by contract modification.

(END OF SECTION G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NONDISCRIMINATION AGAINST HANDICAPPED TRAVELERS

The Air Carrier Access Act of 1986 and all implementing regulations issued by the Department of Transportation are applicable to this contract, and are specifically incorporated by reference herein: (e.g., 14 CFR Part 382, 49 CFR Part 27, 49 U.S.C. 41705, etc.).

H.2 DEPARTMENT OF TRANSPORTATION AND TRANSPORTATION SECURITY ADMINISTRATION

The contract carrier shall comply with all provisions of the Federal Aviation Act of 1958 (as amended), as well as relevant rules, regulations, and policies issued by the Department of Transportation (DOT) and the Transportation Security Administration (TSA).

H.3 AIR CARRIER QUALITY AND SAFETY

Prior to award, in accordance with the provisions of 32 CFR 861.4, DoD Air Transportation Quality and Safety Requirements, DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items. All offerors and their U.S. air carrier codeshare partners proposed for service on offered line items shall remain in an approved status throughout the period of performance for the contract.

In accordance with 32 CFR 861.6(b), foreign air carriers performing any portion of a line item awarded to a U.S. air carrier under this solicitation pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval under Sections 861.4 and 861.5. However, DoD will periodically review the performance of such foreign carriers. This review may consist of recurring performance evaluations, periodic examination of the U.S. code-sharing carrier's operational reviews and assessments of the foreign carrier, and, where appropriate and agreed to by the air carriers concerned and DoD, on-site surveys of the foreign air carrier. Such carriers must also meet the 12 months prior experience requirement of 32 CFR 861.4(e)(1).

See [§K.8](#) to submit offeror certification of air carrier quality and safety.

H.4 DOD TEMPORARY NONUSE STATUS OR SUSPENSION

1. If at any time during the term of the contract, a carrier serving an awarded line item(s) is placed in temporary nonuse status by the DoD, or suspension by the DoD in accordance with 32 CFR 861.4(e)(1)(iv), the Government may, with no cost or liability to the Government or any department, agency, entity, or official therein:
 - (a) Discontinue DoD use of services under the contract for the duration of the period of temporary nonuse/suspension in the case of a U.S. air carrier in such status; and/or

- (b) Discontinue Government use of services under the contract for the duration of the period of temporary nonuse/suspension in the case of a foreign codeshare air carrier in such status.
- 2. If, during the term of this contract, such period of temporary nonuse and/or suspension is terminated by DoD, through reinstatement or otherwise, use of services will resume in accordance with the terms of the contract.

H.5 CIVIL RESERVE AIR FLEET (CRAF) PROGRAM

- (a) In order to receive a contract award under this solicitation, all offerors shall participate in the CRAF Program or, in the alternative, receive a Letter of CRAF Technical Ineligibility from the United States Transportation Command (USTRANSCOM), Directorate of Acquisition, Airlift Division (TCAQ-C).
- (b) CRAF eligible carriers are Federal Aviation Regulations Part 121 certified carriers with international over water or domestic only capability. For a copy of the solicitation, or to determine technical eligibility, contact:

USTRANSCOM, TCAQ-C
Building 1900 W
508 Scott Drive
Scott AFB, IL 62225-5357
(618) 220-7141

DoD Commercial Airlift Division
HQ AMC/A3B
402 Scott Drive Unit 3A1
Scott AFB, IL 62225-5302
(618) 229-4801

During the entire period of this contract, the contract carrier shall participate in the CRAF Program or have been certified as technically ineligible for CRAF membership. GSA will terminate this scheduled air passenger transportation services contract for cause in accordance with FAR 52.212-4 (m) Contract Terms and Conditions—Commercial Items (OCT 2018), Termination for Cause, of this contract for failure of the contract carrier to maintain the conditions set-forth above.

See [§K.9](#) to submit offeror certification of CRAF status.

H.6 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

(END OF SECTION H)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisition.gov/browse/index/far>.

<u>52.203-3</u>	GRATUITIES	APR 1984
<u>52.203-17</u>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
<u>52.204-4</u>	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER	MAY 2011
<u>52.204-13</u>	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
<u>52.204-18</u>	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
<u>52.222-1</u>	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001
<u>52.229-3</u>	FEDERAL, STATE, AND LOCAL TAXES (APPLICABLE TO DOMESTIC LINE ITEMS ONLY)	FEB 2013
<u>52.242-13</u>	BANKRUPTCY	JUL 1995

I.2 INCORPORATED CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) ~~Changes.~~ ~~Changes in the terms and conditions of this contract may be made only by written agreement of the parties.~~ (DEVIATION) See [FAR 52.243-1](#) CHANGES —FIXED PRICE (Aug 1987) (ALTERNATE I – APR 1984).

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (DEVIATION)

~~(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—~~

- ~~(i) Name and address of the Contractor;~~
- ~~(ii) Invoice date and number;~~
- ~~(iii) Contract number, line item number and, if applicable, the order number;~~
- ~~(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;~~
- ~~(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;~~
- ~~(vi) Terms of any discount for prompt payment offered;~~
- ~~(vii) Name and address of official to whom payment is to be sent;~~
- ~~(viii) Name, title, and phone number of person to notify in event of defective invoice;~~

~~and~~

~~(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.~~

~~(x) Electronic funds transfer (EFT) banking information.~~

~~(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.~~

~~(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.~~

~~(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.~~

~~(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.~~

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. — (DEVIATION) See [§C.12, METHOD OF PAYMENT](#).

~~(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.~~

~~(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.~~

~~(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.~~

~~(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.~~

~~(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall —~~

~~(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —~~

~~(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);~~

~~(B) Affected contract number and delivery order number, if applicable;~~

~~(C) Affected line item or subline item, if applicable; and~~

~~(D) Contractor point of contact.~~

~~(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.~~

~~(6) *Interest.*~~

~~(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.~~

~~(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.~~

~~(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if —~~

~~(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;~~

~~(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or~~

~~(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer ([see 32.607-2](#)).~~

~~(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.~~

~~(v) Amounts shall be due at the earliest of the following dates:~~

~~(A) The date fixed under this contract.~~

~~(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.~~

~~(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—~~

~~(A) The date on which the designated office receives payment from the Contractor;~~

~~(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or~~

~~(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.~~

~~(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.~~

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* ~~The contract price includes all applicable Federal, State, and local taxes and duties.~~ (DEVIATION) See [§C.11, TAXES, FEES and FUEL SURCHARGES](#).

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor

~~(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.~~ (DEVIATION) ([See Addendum 2](#))

(o) ~~Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. (DEVIATION) (See Addendum 2)~~

(p) ~~Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. (DEVIATION) (See Addendum 2)~~

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]]

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS. (JAN 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101 note](#)).

- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- ___ (10) [Reserved].
- ___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-3](#).
- ___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-6](#).
- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-7](#).
- ☒ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☒ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ☒ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- ___ (v) Alternate IV (JUN 2020) of [52.219-9](#).
- ___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ☒ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- ☒ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Nov 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- ☒ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- ☒ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ☒ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ☒ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

- ☐ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- ☒ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- ☐ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- ☐ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ☐ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☒ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ☐ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- ☐ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of [52.223-14](#).
- ☐ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- ☐ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- ☐ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ☐ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- ☒ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- ☐ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ☐ (48) [52.225-1](#), Buy American-Supplies (JAN 2021) ([41 U.S.C. chapter 83](#)).
- ☐ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (JAN 2021) of [52.225-3](#).
- ☐ (iii) Alternate II (JAN 2021) of [52.225-3](#).
- ☐ (iv) Alternate III (JAN 2021) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

☒ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)[Note](#)).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

☒ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

☒ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

☒ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

☒ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

- ___ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).
- ___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
- (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.216-21 REQUIREMENTS (OCT 1995) (DEVIATION)

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ~~Ordering clause~~ (DEVIATION) terms and conditions of the City Pair Program contract. Subject to any limitations in the ~~Order Limitations clause or elsewhere in~~ (DEVIATION) this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ~~Ordering clause~~ (DEVIATION) terms and conditions of the City Pair

Program contract. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) ~~The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract. (DEVIATION)~~
- (e) ~~If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source. (DEVIATION)~~
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to ~~make any deliveries~~ perform under this contract ~~after the contract period of performance has expired.~~ _____ ~~[insert date]. (DEVIATION)~~ after the date in which all orders issued prior to contract expiration with date(s) of order fulfillment after contract expiration have been completed.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within one (1) calendar day of expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least three (3) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifteen (15) months.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.243-1 CHANGES — FIXED PRICE (Aug 1987) (ALTERNATE I – APR 1984) (DEVIATION)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services to be performed.
 - ~~(2) Time of performance (i.e., hours of the day, days of the week, etc.).~~
 - ~~(3) Place of performance of the services.~~
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (MAY 2019)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) *Clauses.*

- ☒ 552.203-71, Restriction on Advertising
- ☒ 552.215-70, Examination of Records by GSA
- ☒ 552.215-72, Price Adjustment – Failure to Provide Accurate Information
- ☒ 552.229-70, Federal, State, and Local Taxes **(Applicable to domestic line items only)**

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

- (a) *Deviations to FAR clauses.*
 - (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
 - (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.
- (b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.
- (c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

I-FBG-LS001 ECONOMIC PRICE ADJUSTMENT FOR FUEL SURCHARGES - CITY PAIR PROGRAM (CPP) (JAN 2016)

During the contract period and any exercised option periods, a fuel surcharge may be assessed as part of a contract fare at the time of ticketing under the following conditions:

- (1) A fuel surcharge is allowed on a line item (market) where a fuel surcharge has been imposed commercially to all customers in the booking inventories (buckets) in either the fares or as miscellaneous fees. The changes shall correspond to the YCA, _CA and _CB contract fares for a minimum of 14 consecutive days. A fuel surcharge that has been imposed and terminated can only be re-instated after being imposed commercially for 14 consecutive days. Fuel surcharge requests may be submitted to GSA at any time after contract award and throughout the contract period. Fuel surcharge requests submitted after contract award and before the start of the contract period will be effective on the effective date of the contract or 14 days after the fuel surcharge was imposed commercially, whichever date is later and after approval by the Contracting Officer. A fuel surcharge may be applied to contract fares if the fuel surcharge was imposed commercially after submission of offers but before the effective date of the contract. Any fuel surcharge commercially in place at the time of offer submission must be included in the offered fare. To the extent possible, all anticipated fuel surcharges should be included in the fare offered at the time of offer submission.
- (2) A carrier shall report to the GSA Contracting Officer in writing when a fuel surcharge is imposed, identifying the start date of that commercial fuel surcharge and the amount of the fuel surcharge on a line item (market) by line item (market) basis. A carrier shall also identify the booking inventories (buckets) corresponding to the YCA, _CA and _CB to

which the fuel surcharge applies commercially. When notifying GSA of fuel surcharge implementation, for any fuel surcharge that was initiated after the date of submission of the carrier's offer to GSA but before the contract effective date, the carrier shall include in its submission a written representation that the original offer price did not include any amount for anticipated fuel surcharges. If the offered price did include an amount to offset anticipated fuel surcharge, the carrier must state the dollar amount included in the offer, and GSA will address the matter with the carrier. When notifying GSA of a new (or updated) fuel surcharge, the carrier must submit the fuel surcharge information in a spreadsheet of the following format (enter 0 for no fuel surcharge) and obtain written approval, prior to imposing fuel surcharges on CPP fares, from the CPP Contracting Officer that the fuel surcharge application is verified and acceptable:

Airline	Line Item #	Origin City Code or Airport Code and Name	Destination City Code or Airport Code and Name	YCA FSC 1 way in USD	_CA FSC 1 way in USD	_CB FSC 1 way in USD	Date when imposed commercially	Date when applicable to CPP
Airline name	1855	DCA	LAX	\$10	\$0	\$0	9/1/20XX	10/1/20XX
Airline name	5866	WAS	FRA	\$50	\$30	\$0	10/15/20XX	10/29/20XX

Note: Where applicable, domestic is always first when listing origin city/airport code, and international is always second when listing destination city/airport code.

Whenever a fuel surcharge is updated (whether an increase or a decrease), the complete spreadsheet must be submitted in its entirety. The spreadsheet must include both changed fuel surcharge amounts and effective dates and also unchanged fuel surcharge amounts and effective dates. In addition, the carrier shall provide substantiating documentation that the fuel surcharge has been applied commercially for the 14-day period. Upon receipt of the documents, the GSA Contracting Officer shall acknowledge receipt of the required materials within 2 business days, and complete the review of the fuel surcharge request within 10 business days, unless otherwise notified by the GSA Contracting Officer. If the Government requires more time for review, it shall indicate so in the receipt acknowledgement what the alternative review schedule will be. A carrier shall not impose any fuel surcharge unless written approval from the Contracting Officer is received.

- (3) A carrier must cease any fuel surcharge on contract fares when the fuel surcharge is no longer imposed commercially. The carrier must also notify the GSA Contracting Officer in writing when the fuel surcharge is removed, identifying the end date of the fuel surcharge. In no instance shall the Government be charged a higher fuel surcharge than that imposed commercially.
- (4) Should a carrier not comply with the above terms, the Government may terminate for cause the line item(s) (market(s)) for which the carrier failed to comply with the provisions of §C.11. Audits of contract fares will include a review of fuel surcharges. Improperly assessed surcharges on contract fares shall be reimbursed to the Government, or, if not, subject to the issuance of an overcharge under §G.2, Audit of Contract Fares.

(END OF SECTION I)

PART IV – REPRESENTATIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers, and electronic mail address of the authorized negotiators.)

NAME	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
(b) (6)	VP Sales and Rev. Mgmt	(b) (6)	(b) (6) @jetblue.com
(b) (6)	Director Rev. Mgmt	(b) (6)	(b) (6) @jetblue.com
(b) (6)	Manager Rev. Mgmt	(b) (6)	(b) (6) @jetblue.com
(b) (6)	Analyst Rev. Mgmt	(b) (6)	(b) (6) @jetblue.com
(b) (6)	Analyst Rev. Mgmt	(b) (6)	(b) (6) @jetblue.com

K.2 CONTACT FOR CONTRACT ADMINISTRATION

Offerors are required to designate a person(s) to be contacted for prompt contract administration.

PRIMARY:

NAME: (b) (6)
 TITLE: Analyst Revenue Mgmt
 ADDRESS: 27-01 Queens Plaza N, Long Island City, NY
 ZIP CODE: 11101
 TELEPHONE NO. (b) (6)
 FAX NO.
 EMAIL ADDRESS: (b) (6) @jetblue.com

ALTERNATE:

NAME: (b) (6)
 TITLE: Revenue Mgmt
 ADDRESS: 27-01 Queens Plaza N, Long Island City, NY
 ZIP CODE: 11101
 TELEPHONE NO. (b) (6)
 FAX NO.
 EMAIL ADDRESS: (b) (6) @jetblue.com

NOTE: A contract modification is required to change the contact for contract administration.

K.3 CUSTOMER SERVICE POINT OF CONTACT

In addition to the contact for contract administration, carriers will provide a point of contact to assist Government travelers with specific carrier issues (name, telephone number, email address, and/or web site).

NAME: JetBlue Airways
TITLE: Business to Business Desk
ADDRESS: 6322 South 3000 East, Suite 950, Salt Lake City, UT
ZIP CODE: 84121
TELEPHONE NO. 888-538-2833 option 3 FAX NO.
EMAIL ADDRESS: B2B@jetblue.com
WEBSITE: www.jetblue.com

K.4 ACCURATE SCHEDULE INFORMATION DECLARATION

The offeror hereby declares that all information submitted with its offer is complete, accurate, and correct to the best of its knowledge and belief.

NAME AND TITLE OF INDIVIDUAL MAKING DECLARATION

(b) (6)

NAME (Typed)

Analyst Rev. Mgmt

TITLE (Typed)

(b) (6)

SIGNATURE

3/18/21

DATE

K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-4212) report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans, it has ☐, has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

K.6 STOPOVERS FOR TRAVEL ORIGINATING OR TERMINATING OUTSIDE THE UNITED STATES

If the offeror does not specify a greater number of stopovers or a greater number of days in the space designated below, the offeror agrees to allow one (1) free stopover of up to seven (7) calendar days in accordance with this contract provision.

The offeror allows _____ (must be one (1) or greater) stopover(s) for a period of time _____ determined by the Government but not to exceed _____ (must be seven (7) days or greater) days.

K.7 CARRIERS UNDER A CODE-SHARING ARRANGEMENT

The offeror shall list below all airlines providing service over any portion of a line item under a code-sharing arrangement relative to this offer. DoD approval is required for all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items.

CPP Carrier Name	Codeshare Partner Name	Codeshare Partner Airline Code	U.S. or Foreign Codeshare Partner	DoD Safety Approval Status**	DOT OST/FAA Foreign Codeshare Safety Approval Status	Codeshare is in IATA Bilateral Interline E-ticketing Agreements Table (BIETA) (Use "Yes" or "No")
JetBlue Airways Corp.	Emirates Airline	EK	Foreign Codeshare Partner	Approved	Approved	Yes
JetBlue Airways Corp.	Qatar Airways Company Q.C.S.C	QR	Foreign Codeshare Partner	Approved	Approved	Yes
JetBlue Airways Corp.	Turkish Airlines	TK	Foreign Codeshare Partner	Approved	Approved	Yes

** In accordance with 32 CFR 861.6(b), foreign air carriers performing any portion of a line item awarded to a U.S. air carrier under the GSA City Pair Program pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval under Sections 861.4 and 861.5.

In international line items only, if the offeror is offering a codeshare partner(s) by line item, the line item(s) must be identified in the following format:

Line Item No.	Origin	Destination	Codeshare Partner(s)
1986	CHI	AMM	QR,EK
2124	NYC	AMM	QR,EK,TK
2125	NYC	ATH	EK
2328	NYC	NBO	QR,EK
2337	TPA	DOH	QR

2403	WAS	ABV	EK
2406	WAS	ADD	QR,EK
2407	WAS	AMM	QR,EK
2411	WAS	BAH	EK
2416	WAS	BKK	QR,EK
2422	WAS	CMB	QR
2425	WAS	DAC	QR,EK
2426	WAS	DAR	QR,EK
2429	WAS	DOH	QR
2430	WAS	DPS	QR,EK
2431	WAS	DXB	QR,EK
2433	WAS	EBB	QR
2441	WAS	ISB	QR
2448	WAS	KHI	QR,EK
2451	WAS	KUL	QR,EK
2452	WAS	KWI	QR,EK
2454	WAS	LUN	EK
2455	WAS	MCT	QR
2460	WAS	NBO	QR,EK
9999	WAS	KBL	EK
10851	ATL	ABV	EK
10853	ATL	AMM	EK,QR,TK
10854	ATL	ATH	EK,QR
10856	ATL	BAH	EK,TK
10859	ATL	BKK	EK,QR,TK
10870	ATL	DAR	EK,QR,TK
10872	ATL	DOH	QR
10875	ATL	DXB	EK
10877	ATL	FIH	TK
10887	ATL	IST	TK
10889	ATL	KGL	QR
10890	ATL	KWI	EK,QR
10897	ATL	NBO	EK,QR
10909	ATL	SIN	EK,QR
10926	AUS	BAH	EK
10927	AUS	KWI	EK,QR
10945	BNA	AMM	EK,QR
10948	BNA	DOH	QR
10950	BNA	KWI	EK,QR
10966	BOS	AMM	EK,QR,TK
10967	BOS	BAH	EK,TK
10969	BOS	BKK	EK,QR,TK
10979	BOS	DXB	EK

10982	BOS	ISB	EK,QR
10984	BOS	KWI	EK,QR
10990	BOS	NBO	EK,QR
10998	BOS	SIN	EK,QR
11023	CHI	ATH	EK,QR
11024	CHI	BAH	EK
11027	CHI	BKK	EK,QR
11031	CHI	DXB	EK
11036	CHI	KWI	EK,QR
11047	CHI	SIN	EK,QR
11075	CLT	AMM	EK,QR,TK
11076	CLT	BAH	EK,TK
11120	DEN	AMM	EK,QR
11123	DEN	BKK	EK,QR
11129	DEN	DXB	EK
11133	DEN	KWI	EK,QR
11148	DEN	SIN	EK,QR
11159	DFW	AMM	EK,QR
11162	DFW	BAH	EK
11164	DFW	BKK	EK,QR
11169	DFW	DOH	QR
11170	DFW	DXB	EK
11174	DFW	KWI	EK,QR
11176	DFW	LOS	EK,QR
11190	DFW	SIN	EK,QR
11204	DTT	AMM	EK,QR
11205	DTT	BAH	EK
11208	DTT	DXB	EK
11209	DTT	KWI	EK,QR
11216	DTT	SIN	EK,QR
11304	HOU	BKK	EK,QR
11310	HOU	DOH	QR
11312	HOU	DXB	EK
11314	HOU	KWI	EK,QR
11316	HOU	LOS	EK,QR
11327	HOU	SIN	EK,QR
11376	JAX	DXB	EK
11413	LAX	ATH	EK,QR
11415	LAX	BAH	EK
11417	LAX	BKK	EK,QR
11429	LAX	DXB	EK
11458	LAX	SIN	EK,QR
11492	MIA	AMM	EK,QR,TK

11495	MIA	BAH	EK,TK
11500	MIA	DOH	QR
11540	MSP	BAH	EK
11559	NYC	ADD	EK,QR
11560	NYC	ALA	TK
11565	NYC	BAH	EK,TK
11569	NYC	BKK	EK,QR,TK
11581	NYC	DAR	EK,QR,TK
11582	NYC	DOH	QR
11584	NYC	DXB	EK
11594	NYC	IST	TK
11597	NYC	KGL	QR
11627	NYC	SIN	EK,QR
11636	NYC	TBS	QR
11728	ORL	SIN	EK,QR
11751	PHL	DOH	QR
11759	PHL	SIN	EK,QR
11804	RDU	AMM	EK,QR,TK
11806	RDU	ATH	EK,QR
11812	RDU	DXB	EK
11836	RIC	AMM	EK,QR,TK
11856	SAN	AMM	EK,QR
11858	SAN	ATH	EK,QR
11859	SAN	BAH	EK
11861	SAN	BKK	EK,QR
11866	SAN	DOH	QR
11867	SAN	DXB	EK
11954	SEA	AMM	EK,QR
11955	SEA	ATH	EK,QR
11956	SEA	BAH	EK
11959	SEA	BKK	EK,QR
11964	SEA	DOH	QR
11965	SEA	DXB	EK
11980	SEA	SIN	EK,QR
11992	SFO	AMM	EK,QR
11993	SFO	BAH	EK
11994	SFO	BKK	EK,QR
12042	SLC	ATH	EK,QR
12054	SLC	SIN	EK,QR
12087	TPA	AMM	EK,QR,TK
12089	TPA	BAH	EK,TK
12097	TPA	DXB	EK
12148	WAS	ATH	EK,QR

12266	ABQ	DOH	QR
12282	ATL	ADD	EK,QR
12292	AUS	DXB	EK
12302	BNA	DXB	EK
12310	BOS	IST	TK
12311	BOS	KGL	QR
12325	CHI	ADD	EK,QR
12328	CHI	DOH	QR
12334	CHS	BKK	EK,QR,TK
12335	CHS	DOH	QR
12349	CLT	DOH	QR
12350	CLT	KWI	EK,QR
12388	DEN	BAH	EK
12392	DEN	DOH	QR
12436	FLL	BAH	EK,TK
12461	HOU	AMM	EK,QR
12462	HOU	BAH	EK
12484	JAX	ATH	EK,QR
12489	JAX	KWI	EK,QR
12490	JAX	MCT	EK,QR
12493	JAX	SIN	EK,QR
12494	LAS	AMM	EK,QR
12501	LAX	DOH	QR
12502	LAX	DPS	EK,QR
12507	LAX	KWI	EK,QR
12529	MSP	KWI	EK,QR
12530	MSP	NBO	EK,QR
12540	NYC	ISB	EK,QR
12542	NYC	KUL	EK,QR
12543	NYC	KWI	EK,QR
12582	ORL	BAH	EK
12585	ORL	KWI	EK,QR
12588	PDX	BKK	EK,QR
12601	PHL	BAH	EK,TK
12604	PHL	KWI	EK,QR
12613	PIT	BKK	EK,QR,TK
12620	PSP	SIN	EK,QR
12624	PVD	SIN	EK,QR
12628	RDU	BAH	EK,TK
12629	RDU	BKK	EK,QR,TK
12632	RDU	DOH	QR
12634	RDU	KWI	EK,QR
12637	RDU	SIN	EK,QR

12639	RDU	TBS	QR
12652	SAN	ADD	EK,QR
12660	SAN	KWI	EK,QR
12662	SAN	NBO	EK,QR
12680	SAV	BAH	EK,TK
12683	SAV	DXB	EK
12685	SAV	KWI	EK,QR
12703	SEA	KUL	EK,QR
12704	SEA	KWI	EK,QR
12706	SFO	DOH	QR
12707	SFO	DXB	EK
12713	SLC	BKK	EK,QR,TK
12727	SYR	DXB	EK
12728	SYR	KWI	EK,QR
12731	TPA	ATH	EK,QR
12733	TPA	BKK	EK,QR,TK
12738	TPA	IST	TK
12740	TPA	KWI	EK,QR
12743	TPA	SIN	EK,QR
12790	WAS	LHE	EK,QR
12793	WAS	LOS	EK,QR
12806	WAS	PEW	EK,QR
13847	ATL	LUN	EK
13854	ATL	TBS	QR
13864	BNA	BAH	EK
13877	BOI	BKK	EK,QR
13882	BOS	DOH	QR
13883	BOS	KBL	EK
13903	CHI	ISB	EK,QR
13905	CHI	KBL	EK
13907	CHS	BAH	EK,TK
13912	CHS	KWI	EK,QR
13975	DFW	ISB	EK,QR
13977	DFW	KBL	EK
14015	EYW	BAH	EK,TK
14065	FLL	DXB	EK
14067	FLL	ISB	EK,QR
14147	HOU	ISB	EK,QR
14148	HOU	KBL	EK
14206	JAX	BAH	EK,TK
14208	JAX	BKK	EK,QR,TK
14227	LAS	DOH	QR
14241	LAX	CMB	EK,QR

14243	LAX	ISB	EK,QR
14245	LAX	KBL	EK
14314	MSY	BAH	EK
14321	MSY	SIN	EK,QR
14337	NYC	KBL	EK
14338	NYC	KHI	EK,QR
14341	NYC	LUN	EK
14429	ORL	DXB	EK
14430	ORL	ISB	EK,QR
14432	ORL	KBL	EK
14457	PHX	ALA	TK
14458	PHX	BAH	EK,TK
14474	PSP	KWI	EK,QR
14476	PVD	BAH	EK,TK
14488	RDU	ABV	EK
14497	RDU	NBO	EK,QR
14502	RIC	BAH	EK,TK
14506	RIC	KWI	EK,QR
14510	RIC	SIN	EK,QR
14529	SAN	HKT	EK,QR
14532	SAN	KUL	EK,QR
14533	SAN	MCT	EK,QR
14583	SEA	ISB	EK,QR
14585	SEA	KBL	EK
14596	SFO	ISB	EK,QR
14618	SLC	AMM	EK,QR,TK
14619	SLC	BAH	EK,TK
14649	TPA	MCT	EK,QR
14708	WAS	MLE	EK,QR
14724	WAS	WDH	QR

K.8 AIR CARRIER QUALITY AND SAFETY

(a) By checking the box below, the offeror proposing to serve a line item through a codeshare arrangement with a foreign air carrier represents that the offeror has reviewed the foreign carrier's operations and maintenance and based on that review has determined that the foreign air carrier provides a substantially equivalent level of quality and safety as that provided in the offeror's commercial practice. For purposes of this certification, substantially equivalent means that the foreign air carrier's operations and maintenance function largely, but not wholly, in the same manner as the offeror's operations and maintenance. To be eligible for award on international routes (line items), the offeror must make the representation below if the offeror proposes to provide service through foreign codeshare air carriers.

☒ The offeror represents that it has reviewed the operations and maintenance of each foreign codeshare air carrier to be used by the offeror to provide service under this contract and based on the review(s) has determined that the foreign air carrier(s) provide(s) a substantially equivalent level of quality and safety as that provided in the offeror's commercial practice.

(b) Prior to award, DoD shall review and approve all offerors and their U.S. air carrier codeshare partners proposed for service on offered line items. Foreign air carriers performing any portion of a route (line item) awarded to a U.S. air carrier under this solicitation pursuant to a code-sharing agreement with that U.S. air carrier, are generally not subject to DoD survey and approval. DoD review of offerors and their U.S. and foreign codeshare air carriers will be based on the criteria specified in 32 CFR Subparts 861.4 and 861.6, respectively. The 12 month experience requirement at 32 CFR 861.4(e)(1) as provided in 32 CFR 861.6(b) must be met by foreign codeshare air carriers by the date of contract award.

(c) At any time during the period of performance, if the servicing carrier (the contract carrier or codeshare partner) loses DoD approval for any reason related to 32 CFR Part 861, then GSA may re-award the affected contract line item(s) until such time as DoD approval of the servicing carrier is restored.

K.9 CRAF CERTIFICATION

The offeror hereby certifies that it:

☒ Has a CRAF contract; or

☐ Has offered to participate in the Civil Reserve Air Fleet

OR

☐ Has a Letter of CRAF Technical Ineligibility; or

☐ Has applied for a Letter of CRAF Technical Ineligibility.

K.10 PLANNED SERVICE

The offeror shall list below all proposed line items with planned service to be implemented and operational between July 26, 2021 and September 30, 2021. Service planned to commence on or after October 1, 2021 should not be included.

Line Item No.	Origin	Destination	Effective Date of Planned Service

(End of Section K)

JetBlue Fare Class Hierarchy

Economy

Y/E

K

H

Q

B

V

R

W

M

Z

O

U

S

P

E class is equivalent to Y class

Business

J

C

D

I

ADDENDUM 1
REQUEST FOR PROPOSAL (RFP)
AIRLINE CITY PAIR PROGRAM
47QMCB21R0002

In accordance with Section L.4, FAR 52.212-1(c) Instructions to Offerors – Commercial Items (JUN 2020), the period for acceptance of offers is hereby changed as follows:

FROM:

Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

TO:

Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm from the date specified for receipt of offers to the end of the contract period or any option periods exercised.

ADDENDUM 2
REQUEST FOR PROPOSAL (RFP)
AIRLINE CITY PAIR PROGRAM
47QMCB21R0002

In accordance with FAR 12.302 Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, the following sub-paragraphs of FAR 52.212-4 Contract Terms and Conditions—Commercial Items (OCT 2018) are hereby stricken from the solicitation as they are not applicable to the procurement of scheduled air passenger transportation services under the City Pair Program:

(n) *Title.*

(o) *Warranty.*

(p) *Limitation of liability.*

In addition, subparagraph (b) Options of FAR 52.212-2 Evaluation – Commercial Items (OCT 2014) is hereby stricken as it is not applicable to the procurement of scheduled air passenger transportation services under the City Pair Program. The fixed-price fare(s) proposed by offerors covers the base period and any option period exercised; therefore, separate pricing for option periods are not evaluated.

Carrier Awards Summary Report

Carrier	Carrier Name	Domestic Awards	Estimated Domestic Dollar Value	International Awards	Estimated International Dollar Value	Total Awards	Estimated Total Dollar Value
3M	Silver Airways	9	\$1,263,281	1	\$3,050	10	\$1,266,331
AA	American Airlines	5,392	\$335,952,952	1,071	\$73,381,818	6,463	\$409,334,770
AS	Alaska Airlines	338	\$50,705,467	9	\$57,729	347	\$50,763,196
B6	JetBlue Airlines	115	\$13,553,437	102	\$11,504,176	217	\$25,057,613
DL	Delta Airlines	1,127	\$107,300,511	752	\$60,735,771	1,879	\$168,036,282
HA	Hawaiian Airlines	16	\$3,751,587	28	\$14,259,758	44	\$18,011,345
UA	United Airlines	1,241	\$125,566,731	590	\$135,461,329	1,831	\$261,028,059
WN	Southwest Airlines	1,832	\$174,370,471	3	\$33,517	1,835	\$174,403,988
Totals		10,070	\$812,464,436	2,556	\$295,437,148	12,626	\$1,107,901,584

**JETBLUE AIRWAYS CORPORATION
SMALL BUSINESS SUBCONTRACTING PLAN**

I. IDENTIFICATION DATA:

Address: 27-01 Queens Plaza North, Long Island City, NY 11101

Date Prepared: November 23, 2018

Description of Types of Supplies/Services: Commercial Products or Services

Contract Number: GS-33F-GA005

DUNS Number: 089002799

Commercial Plan Period: January 1, 2020 to December 31, 2020

II. GOALS:

FAR clause 52.219-9(d) states that the subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business WOSB concerns as subcontractors.

Remember:

- ***Commercial plans will always reflect annual company-wide goals***
- ***Dollars and percentages to OTSB and total small businesses (including all socioeconomic subsets) must equal the total subcontracted to both categories in dollars and percentages.***

JetBlue Airways Corp. provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

1. Estimated **TOTAL** dollars planned to be subcontracted **to all types of concerns** (generally for both commercial and government business, in support of commercial items sold during company fiscal year):

Annual Commercial Purchases/Spend: (b) (4) (b) (4)
subcontracted

2. Total dollars planned to be subcontracted to those classified as **Other Than Small** Business concerns:

Annual Commercial Purchases/Spend: (b) (4) (b) (4) **of Total**

3. Total dollars planned to be subcontracted to **all Small** business concerns (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB small business concerns:

Annual Commercial Purchases/Spend: (b) (4) **of Total**

REMEMBER: COMPUTE THE PERCENTAGE FOR THE FOLLOWING BY USING THE TOTAL DOLLARS LISTED IN #1 ABOVE:

4. Total dollars planned to be subcontracted to **veteran-owned small** business concerns (including service-disabled veteran-owned small businesses):

Annual Commercial Purchases/Spend: (b) (4) **of Total**

5. Total dollars planned to be subcontracted to **service-disabled veteran-owned small** business concerns (**subset of VOSB above and cannot be higher than #4 above**):

Annual Commercial Purchases/Spend: (b) (4) **of Total**

6. Total dollars planned to be subcontracted to **HUBZone small** business concerns:

Annual Commercial Purchases/Spend: (b) (4) **of Total**

7. Total dollars planned to be subcontracted to **small disadvantaged** business concerns (including ANCs and Indian tribes):

Annual Commercial Purchases/Spend: (b) (4) **of Total**

8. Total dollars planned to be subcontracted to **women-owned small** business concerns:

Annual Commercial Purchases/Spend: (b) (4) **of Total**

IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

Describe the principal types of supplies and services to be subcontracted and an identification of types of supplies or services planned for subcontracting to SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

The principal types of supplies and/or services that JetBlue Airways Corp. anticipates to be subcontracted (outsourced) and the identification of the type of supply or service offered to each business concern are as follows. GSA requests inserting the applicable NAICS code¹ under the description:

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
(b) (4)							

ATTACH ADDITIONAL SHEETS IF NECESSARY

Explain in the narrative of this section any low goals and the actions planned in order to support your plan. Otherwise, the CO, GSA Office of Small and Disadvantaged

¹ NAICS codes are found at: <https://www.census.gov/eos/www/naics/>

Business Utilization or the SBA may deem your plan unacceptable preventing contract award.

NOTE: “zero” is not considered a “positive” goal which the FAR requires.

V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:

FAR 19.704(a)(4) and the clause at 52.219-9(d)(4) require a description of the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e. based on historical data and experience, market research, etc.).

(b) (4)

VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES: *Note:*

Describe the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern’s size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source lists.²

(b) (4)

² Use of SAM as a source list does not relieve a firm of its responsibilities to identify potential small business sources by other means (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause. FAR 19.703 adds that the prime contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract . . . and a prime contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding their size or socioeconomic status.

(b) (4)

VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS: *FAR clause 52.219-9(d)(6) requires a statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.*

CONTRACTORS SUBMITTING COMMERCIAL PLANS MUST INCLUDE INDIRECT COSTS³ TO CAPTURE MAJOR COMPANY-WIDE EXPENSES AND MAXIMIZE OPPORTUNITIES FOR SMALL BUSINESSES.

(b) (4)

Provide the method used to determine the proportionate share of indirect costs to be incurred with small business concerns for your contract below.

(b) (4)

VIII. PROGRAM ADMINISTRATOR: *FAR clause 52.219-9(d)(7) requires the name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number and email address), in case of questions, and provide an alternate point of contact, if applicable.*

Name: (b) (6)

³ Indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e. contract or grant) but are generally recognized as ordinary and necessary for the general operation of the Contractor's organization and the conduct of activities it performs. Types of indirect costs include routine supplies and general and administrative (G&A) expenses. However, fringe benefits (e.g. services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc.), are NOT considered subcontracting and shall be excluded).

Title/Position: Director, Strategic Sourcing

Telephone number: (b) (6)

Email Address: (b) (6)@jetblue.com

Alternate POC with contact information: (b) (6), (b) (6)@jetblue.com

Duties: FAR clause 52.219-9(e) requires that in order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor **shall** perform the following functions. Include these in the subcontracting plan, indicating your compliance with FAR 52.219-9:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, sufficient time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52-219-8(d)(2).
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
6. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBzone SB, SDB, or WOSB concern.
7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principle purpose of the subcontract.

Other ways the Plan Administrator will ensure the company meets the goals of the plan **demonstrating “good faith effort”** *[Check those that will be done under this plan]:*

(b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IX. EQUITABLE OPPORTUNITY: *FAR clause 52.219-9(d)(8) requires a description of the efforts the Offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.*

[Company Name] will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities: *(please indicate which of the following apply or adapt the list to fit your company's efforts)*

(b) (4)

[REDACTED]

X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN: *FAR clause 52.219-9(d)(9) requires assurances that the Offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$750,000 (\$1,500,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.*

(b) (4)

XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS

(b) (4)

XII. REPORTING AND COOPERATION: *FAR clause 52.219-9(d)(10) requires assurances that the offeror will do the following.*

(b) (4)

<u>Calendar Period</u>	<u>Report Due</u>	<u>Due by</u>	<u>with email address for:</u>
10/01--09/30	SSR	10/30	Contracting Officer

ASSISTANCE IN REPORT PREPARATION CAN ALSO BE FOUND IN THE ATTACHMENT, *REPORTING INSTRUCTIONS FOR CONTRACTORS*, or in

⁴ Any SSR submitted prior to the period ending date (September 30) will be rejected.

guidance documents on the eSRS home page (<https://esrs.gov>), and from your local SBA Commercial Marketing Representative⁵.

Note: for contracts awarded by GSA's Public Building Service (PBS), select PBS as the "agency to which the report is being submitted", code 4740, in eSRS.

XIII. RECORDKEEPING: FAR clause 52.219-9(d)(11) requires a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and to award subcontracts to them.

(b) (4)

1. [REDACTED]

1. [REDACTED]

100

⁵ <https://www.sba.gov/document/support-commercial-market-representatives>

(b) (4)

XIV. ADDITIONAL ASSURANCES:

• (b) (4)

XV. COMMITMENT TO MAKE A “GOOD FAITH EFFORT”⁶

(b) (4)

⁶ Defined in SBA regulations 13 CFR 125.3(d)(3)

XVI. STATUTORY REQUIREMENTS (FAR 19.702)

The above requirements will be negotiated with the Contracting Officer in the time specified. **The plan must be approved prior to contract award, option exercise, or renewal.** The Contracting Officer must ensure per FAR 19.705-5(a)(5) that an **acceptable plan is incorporated into and made a material part of the contract.**

Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

As stated in 15 U.S.C. 637(d)(8) as implemented under FAR 52.219-16, *Liquidated damages*, any contractor or subcontractor **failing to comply in good faith with the requirements an approved subcontracting plan** required by the clause of the contract "Utilization of Small Business Concerns" shall be a **material breach of the contract** and may be considered in any past performance evaluation of the Contractor. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages⁷.

XVII. SIGNATURE REQUIRED: *Plan must be signed and dated by a company official.*

This subcontract is approved by:

Signature: _____

(b) (6)

Typed Name: (b) (6) (b) (6)

Company Title: Director, Strategic Sourcing

Date Signed: November 24, 2020

Government Contracting Officer APPROVAL:

Signature: _____

(b) (6)

Printed Name: Corey Gerst

Agency: General Services Administration

Date Signed: 12-04-20

⁷ FAR 52.219-16, *Liquidated damages*

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I. Recommendations for Airline and TMC 48-hour Messaging Coordination

Preface

The General Services Administration's (GSA's) Center for Travel Management would like to reinforce our understanding of your carrier's plans for continued implementation of the 48-hour auto cancellation rule allowed for the City Pair Program (CPP) during the Fiscal Year (FY) 2022 contract period. GSA's goal is to ensure the E-Gov Travel Service 2 (ETS2) and Travel Management Centers (TMC) vendor community are continuing compliance with changes implemented which provides travelers with notifications that are necessary to avoid unintended flight cancellations, and prevent travelers from arriving at the airport without tickets.

To minimize impact to TMCs attributable to the 48-hour rule requested by the airlines, it will be advantageous for the ETS2 vendors and/or TMCs to be able to employ automation tools at their disposal to advise Federally-funded travelers of the terms applicable to CPP fares. This will ensure travelers get prompt notifications of all cancellations made by airlines when the 48-hour rule applies to FY22 reservations.

Unfortunately, the use of such automation by ETS2 vendors and/or TMCs will only be possible with support from the carriers. Detailed information about each carrier's plans for presenting its fare rule changes in the Global Distribution System (GDS) and the formats for documenting affected Passenger Name Records (PNR) are needed in order for TMCs to enable such automation.

GOAL

The information you provide should enable TMCs to issue the following important traveler notifications associated with the CPP 48 hour cancellation rule:

- **Notification on Itinerary (Itinerary Remark)** - Notify the traveler that fare rules may result in cancellation if the reservation is not ticketed at least 48 hours prior to scheduled departure.
- **Notification Prior to Ticketing Window (Email Message)** - Follow-up traveler notification, 72 hours prior to travel, emailed to travelers whose reservation(s) has/have not yet been traveled.

In the event of actual cancellation by the airline, TMCs should notify the traveler and provide instructions to remediate, if necessary:

- **Notification of Cancellation (Email Message)** – Upon receipt of carrier-provided cancellation notice via the GDS, TMC shall email (or otherwise contact) the affected traveler(s), notifying him/her of the cancelled flight(s), and provide instructions to: attempt rebooking of the affected segments; cancel the balance of the affected PNR; or arrange travel for a replacement itinerary.

Note that while the TMCs' ability to fulfill the first two traveler notifications are not dependent on the mode or format of carrier-provided notifications, arguably the most important notification (Notification of Cancellation) can only be achieved in conjunction with consistent carrier provided messaging and delivery.

Thank you in advance for your willingness to provide this important information.

Request for Additional Information

SCREEN CAPTURES

To minimize traveler inconvenience, it is important that airlines help TMCs employ software-enabled automation to perform some or most of the tasks triggered by carrier-implemented actions and PNR messages relating to the 48-hour rule. The information you deliver in response to this request will be crucial in enabling TMCs to maximize their use of automation and minimize the need for costly manual PNR processing. Depending on the tools being utilized by TMCs, and their respective method of interfacing with each GDS, specific requirements for detailed information may differ among the affected parties; however, providing GDS screen captures of the requested elements should satisfy the requirements for most TMCs to implement the automated, or automation assisted, traveler notifications desired.

***Please Note:** In order for the ETS2 vendors and TMCs to successfully implement the necessary automation to deliver required traveler notifications, it is crucial that the information you provide accurately defines the actions your carrier will take. Examples you provide in the form of GDS screen captures, precisely depict the content and formatting of all PNR messaging and changes to the fare rules.*

PLACEMENT OF RESTRICTION CONTENT AT THE TIME OF BOOKING:

Placement of Restriction:

Text to be added to Category 5 Fare Rules (if applicable)

Please provide a screen capture of the fare rules associated with CPP fare types as they will appear effective 01 October 2021. If the text to be used or the format of the text is presented differently in one or more GDS, please submit (or insert) a screen capture for the GDS'

GDS Booking Notification

(Reference attached image file or insert screen capture here)

Carrier Appended Messages at the Time of Booking (if applicable)

Notification:

Please provide a screen capture of the Other Services Indicated/Special Service Requested/Required (OSI/SSR) message to be inserted by your carrier's automation system at the time of booking of reservations for travel commencing on or after 01 October 2021. To account for any differences in message content or formatting associated with the booking GDS, please submit (or insert) a captured screen image of a test/sample PNR including the OSI/SSR message that will be inserted by your carrier at the time of booking. In addition, define the queue/category of the originating pseudo city into which you will place each updated PNR, for the GDS':

For Reservations Booked 72 Hours or More than 72 Hours Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Booking Notification

(Reference attached image file or insert screen capture here)

For Reservations Booked Between 72 Hours and 48 Hours Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Booking Notification (Reference attached image file or insert screen capture here)

For Reservations Booked 48 Hours or Less than 48 Hours Prior to Travel**GDS Booking Notification**

(Reference attached image file or insert screen capture here)

NOTIFICATION UPON CANCELLATION BY CARRIER:

In order to enable proper notification to Federally-funded travelers by Government-contracted TMCs, CPP carriers implementing auto-cancellation of qualifying PNRs are asked to provide timely, properly, and consistently formatted notifications of all carrier-implemented cancellations of unticketed reservations cancelled 48 hours or less than 48 hours of departure, pursuant to the revised terms governing CPP fares.

Please provide a screen capture of the OSI/SSR reservation cancellation notice to be inserted by your carrier's automation system at the time of cancellation for unticketed reservations for travel commencing on or after 01 October 2021. To account for any differences in message content or formatting associated with the booking GDS, please submit (or insert) a captured screen image of a test/sample PNR, including the OSI/SSR message that will be inserted by your carrier at the time of booking. In addition, for the following GDSs, define the queue/category of the PNR's originating pseudo city into which you will place each updated PNR:

For Reservations Booked 72 Hours or More than 72 Hours Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Cancellation Notification:

(Reference attached image file or insert screen capture here)

For Reservations Booked Between 72 Hours and 48 Hours Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Cancellation Notification:

(Reference attached image file or insert screen capture here)

For Reservations Booked 48 Hours or Less than 48 Hours Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Cancellation Notification:

(Reference attached image file or insert screen capture here)

This is the SSR message that gets appended shortly after PNR creation:

```
8.SSRADTK1SKK2.TKT {IATA AIRLINE CODE} SEGS BY 09JUL21 TO AVOID AUTO CXL /EARLIER  
9.SSRADTK1SKK2.TICKETING MAY BE REQUIRED BY FARE RULE\
```

This is the reminder SSR message that gets appended 24 hours prior to cancellation:

```
37.SSRADTK1PKK4.REMINDER {IATA AIRLINE CODE} SEGS SUBJ TO CXL ON 22JUL21
```

This is the SSR message that gets appended after PNR cancellation:

10.SSRADTK1SKK2.UNTICKETED {IATA AIRLINE CODE} SEGMENTS CANCELLED

II. Recommendations for Airline and TMC 7-Day International Business Class Fares Messaging Coordination

Preface

GSA's Center for Travel Management would like to reinforce our understanding of your carrier's plans for continued implementation of the 7-day (calendar days) auto-cancellation allowed for CPP International Business Class Fares during the FY22 contract period. GSA's goal is to ensure the ETS2 and TMC vendor community are continuing compliance with changes, which provides travelers with notifications that are necessary to avoid unintended flight cancellations and prevent travelers from arriving at the airport without tickets.

To minimize impact to TMCs attributable to the 7-day rule requested by the airlines, it will be advantageous for the ETS2 vendors and/or TMCs to be able to employ automation tools at their disposal to advise Federally-funded travelers of the terms applicable to CPP fares and to ensure travelers get prompt notifications of all cancellations made by airlines when the 7-day rule applies to FY22 reservations.

Unfortunately, the use of such automation by the ETS2 vendors and/or TMCs will only be possible with support from the carriers. Detailed information about each carrier's plans for presenting its fare rule changes in the GDS and the formats for documenting affected PNRs are needed in order for TMCs to enable such automation.

GOAL

The information you provide should enable TMCs to provide the following important traveler notifications associated with the 7-day change:

- **Notification on Itinerary (Itinerary Remark)** - Notify the traveler that fare rules may result in cancellation if the reservation is not ticketed at least 7 days prior to scheduled departure.
- **Notification Prior to Ticketing Window (Email Message)** - Follow-up traveler notification, 8 days prior to travel, emailed to travelers whose reservation(s) has/have not yet been traveled.

In the event of actual cancellation by the airline, TMCs should notify the traveler and provide instructions to remediate, if necessary:

- **Notification of Cancellation (Email Message)** – Upon receipt of carrier-provided cancellation notice via the GDS, TMC shall email (or otherwise contact) the affected traveler(s) notifying him/her of the cancelled flight(s), and provide instructions to: attempt rebooking of the affected segments; cancel the balance of the affected PNR; or arrange travel for a replacement itinerary.

Note that while the TMCs' ability to fulfill the first two traveler notifications are not dependent on the mode or format of carrier-provided notifications, arguably the most important notification (Notification of Cancellation) can only be achieved in conjunction with consistent carrier provided messaging and delivery.

Thank you in advance for your willingness to provide this important information.

Request for Additional Information

SCREEN CAPTURES

To minimize traveler inconvenience, it is important that airlines help TMCs employ software-enabled automation to perform some or most of the tasks triggered by carrier-implemented actions and PNR messages relating to the auto cancellation rule. The information you deliver in response to this request will be crucial in enabling TMCs to maximize their use of automation and minimize the need for costly manual PNR processing. Depending on the tools being utilized by TMCs, and their respective method of interfacing with each GDS, specific requirements for detailed information may differ among the affected parties; however, providing GDS screen captures of the requested elements should satisfy the requirements for most TMCs to implement the automated, or automation assisted, traveler notifications desired.

***Please Note:** In order for the ETS2 vendors and TMCs to successfully implement the necessary automation to deliver required traveler notifications, it is crucial that the information you provide accurately defines the actions your carrier will take. Examples you provide in the form of GDS screen captures, precisely depict the content and formatting of all PNR messaging and changes to the fare rules.*

PLACEMENT OF RESTRICTION CONTENT AT THE TIME OF BOOKING:

Placement of Restriction:

Text to be added to Category 5 Fare Rules (if applicable)

Please provide a screen capture of the fare rules associated with CPP fare types as they will appear effective 01 October 2021. If the text to be used or the format of the text is presented differently in one or more GDS please submit (or insert) a screen capture for the GDS':

GDS

(Reference attached image file or insert screen capture here)

Carrier Appended Messages at the Time of Booking (if applicable)

Notification:

Please provide a screen capture of the OSI/SSR message to be inserted by your carrier's automation system at the time of booking of reservations for travel commencing on or after 01 October 2021. To account for any differences in message content or formatting associated with the booking GDS, please submit (or insert) a captured screen image of a test/sample PNR including the OSI/SSR message that will be inserted by your carrier at the time of booking. In addition, define the queue/category of the originating pseudo city into which you will place each updated PNR, for the following GDS':

For Reservations Booked 8 Days or More than 8 Days Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Booking Notification:

(Reference attached image file or insert screen capture here)

For Reservations Booked Between 8 Days and 7 Days Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Booking Notification:

(Reference attached image file or insert screen capture here)

For Reservations Booked 7 Days or Less than 7 Days Prior to Travel**GDS Booking Notification:**

(Reference attached image file or insert screen capture here)

NOTIFICATION UPON CANCELLATION BY CARRIER:

In order to enable proper notification to Federally-funded travelers by Government-contracted TMCs, CPP carriers implementing auto-cancellation of qualifying PNRs are asked to provide timely, properly, and consistently formatted notifications of all carrier-implemented cancellations of unticketed reservations cancelled 7 days or less than 7 days prior to departure, pursuant to the revised terms governing CPP fares.

Please provide a screen capture of the OSI/SSR reservation cancellation notice to be inserted by your carrier's automation system at the time of cancellation for unticketed reservations for travel commencing on or after 01 October 2021. To account for any differences in message content or formatting associated with the booking GDS, please submit (or insert) a captured screen image of a test/sample PNR, including the OSI/SSR message that will be inserted by your carrier at the time of booking. In addition, for the following GDSs, define the queue/category of the PNR's originating pseudo city into which you will place each updated PNR:

For Reservations Booked 8 Days or More than 8 Days Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Cancellation Notification:

(Reference attached image file or insert screen capture here)

For Reservations Booked Between 8 Days and 7 Days Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Cancellation Notification:

(Reference attached image file or insert screen capture here)

For Reservations Booked 7 Days or Less than 7 Days Prior to Travel

The following examples presume a scheduled departure date of 21OCT21 at 8:10AM

GDS Cancellation Notification:

(Reference attached image file or insert screen capture here)

This is the SSR message that gets appended shortly after PNR creation:

8.SSRADTK1SKK2.TKT {IATA AIRLINE CODE} SEGS BY 09JUL21 TO AVOID AUTO CXL /EARLIER

9.SSRADTK1SKK2.TICKETING MAY BE REQUIRED BY FARE RULE\

This is the reminder SSR message that gets appended 24 hours prior to cancellation:

37.SSRADTK1PKK4.REMINDER {IATA AIRLINE CODE} SEGS SUBJ TO CXL ON 22JUL21

This is the SSR message that gets appended after PNR cancellation:

10.SSRADTK1SKK2.UNTICKETED {IATA AIRLINE CODE} SEGMENTS CANCELLED